



Massachusetts Cannabis Control Commission

Medical Marijuana Treatment Center

General Information:				
License Number:	RMD3672			
Original Issued Date:	06/23/2022			
Issued Date:	06/23/2022			
Expiration Date:	06/23/2023			

ABOUT THE MEDICAL MARIJUANA TREATMENT CENTER

Business Legal Name: Native Sun Braintree LLC

Phone Number: 978-201-5906	Email Address: info@nativesunwellness.com				
Business Address 1: 120 Granite	Business Address 2:				
Business City: Braintree	Business State: MA	Business Zip Code: 02184			
Mailing Address 1: 77 Rumford Ave		Mailing Address 2: Suite 7			
Mailing City: Waltham	Mailing State: MA	Mailing Zip Code: 02453			

CERTIFIED DISADVANTAGED BUSINESS ENTERPRISES (DBES)

Certified Disadvantaged Business Enterprises (DBEs): Not a	I
DBE	

PERSONS HAVING DIRECT OR INDIRECT CONTROL Person with Direct or Indirect Authority 1

Percentage Of Ownership: 80	Percentage Of Control: 80
Role: Owner	Other Role: CEO
First Name: Timothy	Last Name: Caraboolad Suffix:
Gender: Male	User Defined Gender:

What is this person's race or ethnicity?: Middle Eastern or North African (Lebanese, Iranian, Egyptian, Syrian, Moroccan, Algerian)

Specify Race or Ethnicity: Lebanese

Person with Direct or Indirect Authority 2

Percentage Of Ownership: 20	Percentage Of Control: 20	
Role: Owner	Other Role:	
First Name: Geoff	Last Name: Bernstein	Suffix:
Gender: Male	User Defined	Gender:
What is this person's race or ethnicity?	: White (German, Irish, Engl	ish, Italian, Polish, French)

Specify Race or Ethnicity:

ENTITIES HAVING DIRECT OR INDIRECT CONTROL Entity with Direct or Indirect Authority 1

Percentage of Control:

Percentage of Ownership: 100

Entity Description: Corporate headquarters that oversees all operations of Native Sun/Holland Brand licenses

Foreign Subsidiary Narrative:			
Entity Phone: 978-201-5906	Entity Email: info@nativesunwellness.com	Entity Website:	
Entity Address 1: 77 Rumford Ave		Entity Address 2: Suite 7	
Entity City: Waltham	Entity State: MA	Entity Zip Code: 02453	Entity Country:
			United States
Entity Mailing Address 1: 77 Rumfo	ord Ave	Entity Mailing Address 2:	Suite 7
Entity Mailing City: Waltham	Entity Mailing State: MA	Entity Mailing Zip Code:	Entity Mailing
		02453	Country: United
			States

Relationship Description: Native Sun Holdings LLC will be the sole capital contributor of Native Sun Braintree LLC. Native Sun Holdings will oversee all operations of Native Sun Braintree and have direct control over the MTC. All major marketing, production, or financial decisions will be made by the Board of Directors and Executive Team from the Holdings Offices in Waltham. The CEO, COO, Director of Operations, Director of Retail, Marketing Director, Director of Cultivation and Director of Finance will be centralized from this location. Onboarding of all Native Sun Braintree employees will be processed through Native Sun Holdings LLC Waltham Office and their records will be kept on location.

CAPITAL RESOURCES - INDIVIDUALS No records found

CAPITAL RESOURCES DOCUMENTATION - INDIVIDUALS No documents uploaded

CAPITAL RESOURCES - ENTITIES Entity Contributing Capital 1

Entity Legal Name: Native Sun Holdings LLC E		Entity DBA: Native Sun Holdings				
Email: info@nativesunwellness.com Phone: 978-201-5906						
Address 1: 77 Rumford Ave		Address 2: Suite 7				
City: Waltham	State: MA	Zip Code: 02453	Country: United States			
Types of Capital: Monetary/Equity	Other Type of Capital:	Total Value of Capital Provided: \$1500000	Percentage of Initial Capital: 100			
Capital Attestation: Yes						

CAPITAL RESOURCES DOCUMENTATION - ENTITY

Amounts and Sources of Capital Documentation:

Document Category	Document Name	Туре	ID	Upload Date
Existence of Capital Verification	NSH_Account Statement 11.1.21.pdf	pdf	61b27641d3dd284475be0bab	12/09/2021

BUSINESS INTERESTS IN OTHER STATES OR COUNTRIES No records found

DISCLOSURE OF INDIVIDUAL INTERESTS Individual 1			
First Name: Timothy	Last Name: Carab	boolad	Suffix:
Marijuana Establishment Name: Native Sun	Braintree LLC	Business Type: N	larijuana Retailer
Marijuana Establishment City: Braintree		Marijuana Establ	lishment State: MA

Individual 2						
First Name: Geoffrey	Last Name: Be					
Marijuana Establishment Name: Nat	ive Sun Braintree LLC	Business Type: Mariju	ana Retai	ler		
Marijuana Establishment City: Braint	tree	Marijuana Establishm	ent State:	MA		
PROPERTY DETAILS						
Cultivation Address 1: 120 Granite S	treet	Cultivation Ac	dress 2:			
Cultivation City: Braintree	Cultivation Zip Code:	02184				
Approximate square footage of the 0	Cultivation: 5188	How many ab 17	utters do	es this Cultivation prop	erty have?:	
Have all property abutters have beer	n notified of the intent to	open a Marijuana Cultiva	tion at thi	s address?: Yes		
Cultivation Tier: Tier 01: up to 5,000	square feet	Cultivation En	ivironmen	t: Indoor		
MARIJUANA PRODUCTION PROPER	TY DETAILS					
Production Address 1: 120 Granite S	treet	Production Ac	ddress 2:			
Production City: Braintree	Production Zip Code:	02184				
Approximate square footage of the F	Production: 710	How many ab	utters this	s production property h	ave?: 17	
Have all property abutters have beer	n notified of the intent to	open a Marijuana Produc	tion at thi	s address?: Yes		
Retail City: Braintree Re Approximate square footage of the F Have all property abutters have beer		-		is Retail property have?	?: 17	
HOST COMMUNITY INFORMATION Host Community Documentation:						
Document Category	Document Name		Туре	ID		Upload Date
Plan to Remain Compliant with Local Zoning	Plan to Remain Con BT.pdf	npliant with Zoning -	pdf	619ab2be7c9a0537a	aea506b4	11/21/202
Certification of Host Community Agreement	signed host commu certificate form.pdf		pdf	61b7d972434e1f443	2e39ee1	12/13/202
Community Outreach Meeting Documentation	Attachment C_1.pdf	F	pdf	61e8224a8dbcc3090)6637b7e	01/19/202
Community Outreach Meeting Documentation	Attachment B.pdf		pdf	61e840b1d0477209)d59e969	01/19/202
Community Outreach Meeting Documentation	Attachment A - new	spaper publication.pdf	pdf	61e96740f2351e085	if723df0	01/20/202
Community Outreach Meeting	1.19.22 outreach at	test.pdf	pdf	61e9675cd0477209	Jd59ee03	01/20/202

Documentation

PLAN FOR POSITIVE IMPACT

Plan to Positively Impact Areas of Disproportionate Impact:

Document Category	Document Name			Туре	ID		Upload Date
Other	TOB Native Sun 2	2.pdf		pdf	61e172abd0477	2090d59d212	01/14/2022
Plan for Positive Impact	Positive Impact P	lan - Braintree - re	evised v2.01.pdf	pdf	61e76a03879c7	/3091c8124a1	01/18/2022
INDIVIDUAL BACKGROUN Individual Background Info							
Role: Owner / Partner Ot	her Role: CEO						
First Name: Timothy La	ist Name: Caraboola	d					
Individual Background Info	ormation 2						
Role: Owner / Partner Ot	her Role:						
First Name: Geoffrey La	st Name: Bernstein						
ENTITY BACKGROUND CH Entity Background Check I							
Role: Parent Company		Other Role:					
Entity Legal Name: Native	Sun Holdings LLC		Entity DBA: Nati	ive Sun H	oldings		
Entity Description: Parent Sun/Holland Brand license		g all operations re	egarding Native				
Phone: 978-201-5906		Email: info@nat	ivesunwellness.co	m			
Primary Business Address	1:77 Rumford Ave			Primary	Business Address	s 2: Suite 7	
Primary Business City: Wa	ltham	Primary Busines	ss State: MA	Principa Code: 0	al Business Zip 2453	Principal Busir United States	ness Country:

Additional Information:

MASSACHUSETTS BUSINESS REGISTRATION

Required Business Documentation:

Document Category	Document Name	Туре	ID	Upload
				Date
Operating Agreement	Operating Agreement.pdf	pdf	61a4ee48fc3fe607a90a376c	11/29/2021
Articles of Organization	Secretary of the Commonwealth_COO	pdf	61a4f6121ab2b3082f3cd10e	11/29/2021
	Native Sun Braintree LLC.pdf			
Department of Unemployment	unemployment_attestation.pdf	pdf	61a5362f23c63c07ca34f817	11/29/2021
Assistance - Certificate of Good				
Standing				
Department of Revenue -	good standing_DoR.pdf	pdf	61a79d72a774d33b8109f002	12/01/2021
Certificate of Good standing				
Secretary of Commonwealth -	SKM_C30821120610280.pdf	pdf	61ae29f984fb17447c43837b	12/06/2021
Certificate of Good Standing				
Articles of Organization	Braintree Emergency Contacts.pdf	pdf	61b78018bf093f460253cf86	12/13/2021

No documents uploaded

Massachusetts Business Identification Number: 001534360

Doing-Business-As Name: NATIVE SUN BRAINTREE LLC

DBA Registration City: Braintree

BUSINESS PLAN

Business Plan Documentation:

Document Category	Document Name	Туре	ID	Upload Date
Plan for Liability Insurance	Plan for Obtaining Liability Insurance - Native Sun Braintree.pdf	pdf	619ac765084df83201bffd4f	11/21/2021
Proposed Timeline	Native Sun Braintree_Proposed MTC Timeline.docx.pdf	pdf	619ac951bd22c23791136ef7	11/21/2021
Business Plan	Business Plan - BT.pdf	pdf	61b118377baa3f462ea44668	12/08/2021

OPERATING POLICIES AND PROCEDURES

Policies and Procedures Documentation:

Document Category	Document Name	Туре	ID	Upload Date
Security plan	BT Security Plan.docx.pdf	pdf	619bec815ca77d31bb6b94e1	11/22/2021
Prevention of diversion	Prevention of Diversion.docx.pdf	pdf	619bf4c52c8fa137b9c7de55	11/22/2021
Energy compliance plan	Energy Compliance Plan.pdf	pdf	61a426741ab2b3082f3ccf05	11/28/2021
Samples of unique identifying marks used for branding	Samples of Unique Identifying Mark.pdf	pdf	61a504551ab2b3082f3cd1ec	11/29/2021
Personnel policies including background checks	Personnel Policies and Bakcground Checks - BT.docx.pdf	pdf	61a5082a8dbb7907d548de7e	11/29/2021
Qualifications and training	Qualifications & Training - BT.pdf	pdf	61a79e54d110a63cb8089bd5	12/01/2021
Inventory procedures	Inventory Procedures - BT.pdf	pdf	61a7e2aa0aef7d3d059312a2	12/01/2021
Storage of marijuana	Stroage of Marijuana - BT (1).pdf	pdf	61a7e329c0c9733bce1f41da	12/01/2021
Dispensing procedures	Cannabis Dispensing Procedures - BT.docx.pdf	pdf	61a7f3dae815a03cd940bd0b	12/01/2021
Transportation of marijuana	Transportation of MJ - BT.pdf	pdf	61a7f647e815a03cd940bd1e	12/01/2021
Quality control and testing	Quality Control & Testing - BT.pdf	pdf	61a94337a774d33b8109f918	12/02/2021
Reduced or Free Cost Program for Financial Hardship	Verified Financial Hardship Plan - BT.pdf	pdf	61a943546991cd3b88f9c08c	12/02/2021
Record Keeping procedures	Recordkeeping Procedures - BT.pdf	pdf	61aa10a405ab9948a6cbe00e	12/03/2021
Maintaining of financial records	Maintaining Financial Records - BT.pdf	pdf	61aa10af8c977e48b1da7b4e	12/03/2021
Policies and Procedures for cultivating.	Policies and Procedures for Cultivation.pdf	pdf	61ae2934bccaf2464fd7b1d6	12/06/2021
Method used to produce products	Methods to Produce Product.pdf	pdf	61b772a3d3dd284475be15cd	12/13/2021
Method used to produce products	Safety Plan for Manufacturing and Production of Marijuana Products.pdf	pdf	61d4dacf073d79445b0d7ed5	01/04/2022
Description of the types and forms of products manufactured	Description of the Types and Forms of Products Manufactured - BT v2.0.pdf	pdf	61e9864f7c2bdd089a1f05a0	01/20/2022
Diversity plan	Diversity Plan - BT - v2.0 (1).pdf	pdf	61e99053ea0b000858e85f61	01/20/2022

Do you intend to perform home deliveries?: No

ATTESTATIONS

I certify that no additional entities or individuals meeting the requirement set forth in 935 CMR 501.101(1) have been omitted by the applicant from any Medical Marijuana Treatment Center application(s) for licensure submitted to the Cannabis Control Commission.: | Agree

I understand that the regulations stated above require an applicant for licensure to list all Persons or Entities Having Direct or Indirect Control over the Medical Marijuana Treatment Center and a list of all persons or entities contributing initial capital to operate the Medical Marijuana Treatment Center including capital that is in the form of land or buildings.: | 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 Medical Marijuana Treatment Center application(s) for licensure submitted to the Cannabis Control Commission.: | Agree

Notification:

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

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

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

I certify that all information contained within this application is true and accurate. I understand and acknowledge that applicants and licensees are required to update information that has changed.: I Agree

CULTIVATION HOURS OF OPERATION

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

PRODUCTION HOURS OF OPERATION

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

DISPENSING HOURS OF OPERATION

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

<u>Summary</u>

Native Sun Braintree will remain compliant at all times with the local zoning requirements set forth in the Town of Braintree's Zoning Ordinances. In accordance with the Zoning Ordinances, Native Sun Braintree's proposed Medical Marijuana Treatment Center ("MTC") is located in the Highway Business District, designated for a MTC.

In compliance with 935 CMR 501.110(3), the property is not located within 500 feet of a pre-existing public or private school providing education in kindergarten or any of grades 1 through 12.

As required by the Town of Braintree's Zoning Ordinances, Native Sun Braintree will apply for a Special Permit and/or Site Plan Approval, as applicable, from the local Special Permit Granting Authority. In accordance with MGL Ch. 40A § 9, the Special Permit shall lapse within three years if construction has not begun by such date except for good cause.

Native Sun Braintree will apply for any other local permits required to operate a MTC at the proposed location. Native Sun Braintree will comply with all conditions and standards set forth in any local permit required to operate a MTC at Native Sun Braintree's proposed location.

Native Sun Braintree has already attended several meetings with various municipal officials and boards to discuss Native Sun Braintree's plans for a proposed MTC and has executed a Host Community Agreement with Braintree. Native Sun Braintree will continue to work cooperatively with various municipal departments, boards, and officials to ensure that Native Sun Braintree's MTC remains compliant with all local laws, regulations, rules, and codes with respect to design, construction, operation, and security.



Host Community Agreement Certification Form

Instructions

Certification of a host community agreement is a requirement of the application to become a Marijuana Establishment (ME) and Medical Marijuana Treatment Center (MTC). Applicants must complete items 1-3. The contracting authority for the municipality must complete items 4-8. Failure to complete a section will result in the application not being deemed complete. This form should be completed and uploaded into your application. Please note that submission of information that is "misleading, incorrect, false, or fraudulent" is grounds for denial of an application for a license pursuant to 935 CMR 500.400(2) and 501.400(2).

Certification

The parties listed below do certify that the applicant and municipality have executed a host community agreement on the specified date below pursuant to G.L. c. 94G § 3(d):

1. Name of applicant:

Native Sun Braintree, LLC

2. Name of applicant's authorized representative:

Timothy Caraboolad

3. Signature of applicant's authorized representative:

4. Name of municipality:

Town of Braintree

5. Name of municipality's contracting authority or authorized representative:

Mayor Charles C. Kokoros



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(774) 415-0200 | MassCannabisControl.Com | Commission@CCCMass.Com

6. Signature of municipality's contracting authority or authorized representative:

C. Kokon aler.

7. Email address of contracting authority or authorized representative of the municipality (this email address may be used to send municipal notices pursuant to 935 CMR 500.102(1) and 501.102(1).):

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ckokoros@braintreema.gov

8. Host community agreement execution date:

11/4/21

Attachment C

Notice Mailed to Abutters















Office of the Board of Assessors

One JFK Memorial Drive Braintree, Massachusetts 02184 Telephone: (781) 794-8050 • Fax: (781) 794-8068

> Robert Brinkmann Deputy Assessor

Board of Assessors Robert Cusack Chair Susan O'Brien Vice Chair Robert Connolly

DATE:

OWNER:

December 13, 2021

Granite 21 Holdings, LLC

2057 0 9

ADDRESS:

120 Granite St

MAP & LOT:

This is to certify that at the time of submission of this form to the Board of Assessors, the names and addresses of the parties assessed as adjoining owners to the parcel of land shown and described are as written and are the parties according to the records of the Assessors.

Office of the Board of Assessors

Robert M Cusack Chairman



3:53:20PM 12/13/2021

Braintree Abutters List

Page 1 of 1

Subject Parcel ID:

Subject Property Location:

50 FORBES RD 50 FORBES RD 70 67 70 GRANDVIEW RD 90 WOOD RD 90 ROCKDALE ST 75 GRANITE ST RE T	ParcelID	Location	Owner	Co-Owner	Mailing Address	Citv
20 30 60 FORBES RD 161 FORBES RD 100 GRANDVIEW RD 30 WOOD RD 100 GRANDVIEW RD 30 WOOD RD 150 GRANDVIEW RD 30 WOOD RD 150 GRANDVIEW RD SUITE 160 GRANDVIEW RD SUITE 100 AFIK PLAZA 1400 OLD COUNTY ROAD 125 S WACKER DR, STE 122 125 GRANTE ST 160 GRANDFEE HILL OFF PK 1 25 GRANTFEE HILL OFF PK 1 25 GRA	2043 0 1	50 FORBES RD		- I		
161 FORBES RD 100 GRANDVIEW RD 90 WOOD RD 150 GRANDVIEW RD 90 WOOD RD 150 GRANDTEW RD 90 WOOD RD 150 GRANDTEW RD 90 WOOD RD 150 GRANTE ST 150 GRANTE ST 150 GRANTE ST 150 GRANTE ST 160 GRANTE ST 150 GRANTE ST 75	2043 0 1A	20 30 60 FORES RD			ZU UNIVERSITY RD	CAMBHIDGE
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	2089 0 22				- DO BOX 6150	THUMBULL

28277-9550

MA MA NHA NHA

02184 02184 03255 02184

02184

02116 11590 60606 02184

MA WA WA

02138 10155 02184

State Zip

46206-6120

06611 02184

NCIM

M

End of Report

1

Parcel Count:

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NOTICE OF COMMUNITY OUTREACH MEETING REGARDING A MEDICAL MARIJUANA TREATMENT CENTER PROPOSED BY NATIVE SUN BRAINTREE, LLC

Notice is hereby given that a community outreach meeting will be held for NATIVE SUN BRAINTREE, LLC, a proposed Medical Marijuana Treatment Center. The meeting is scheduled for Wednesday, JANUARY 19, 2022, at 7:00 p.m, located at the Braintree Town Hall - 1 John F Kennedy Memorial Dr, Braintree, MA 02184.

The proposed Medical Marijuana Treatment Center is anticipated to be located at 120 Granite Street, Braintree MA 02184. Community Members and members of the public are encouraged to attend and ask questions that will be answered by representatives of Native Sun. Questions may also be submitted in advance to info@nativesunwellness.com.

Information to be presented and discussed will include but not be limited to:

- The type(s) of Marijuana Establishment to be located at the proposed address;
- · Plans and information for maintaining a secure facility;
- Plans and protocols to prevent diversion to minors;
- Plans to positively impact the community in which the establishment intends to be located;
- Plans and protocols to ensure the establishment will not constitute a nuisance to the community.

A copy of this notice is on file with the Braintree City Clerk located at Braintree Town Hall - 1 John F Kennedy Memorial Dr, Braintree, MA 02184.

A copy of this notice was published in a newspaper of general circulation at least fourteen (14) calendar days prior to the community outreach meeting and mailed at least seven (7) calendar days prior to the community outreach meeting to abutters of the Property, owners of land directly opposite the Property on any public or private street or way, und abutters to the abutters within three hundred (300) feet of the property line of the Property 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.

Alicia Champagne-Berge Compliance Coordinator NATIVE SUN BRAINTREE LLC

Attachment B

Notice Filed with Municipality

NOTICE OF COMMUNITY OUTREACH MEETING REGARDING A MEDICAL MARIJUANA TREATMENT CENTER PROPOSED BY **NATIVE SUN BRAINTREE**, **LLC**

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Alicia Champagne-Berge Compliance Coordinator NATIVE SUN BRAINTREE LLC

Attachment A

Newspaper publication -*The Boston Herald*

LEGAL NOTICES

NOTICE OF COMMUNITY OUTREACH MEETING REGARDING A MARIJUANA TREATMENT CENTER PROPOSED BY NATIVE SUN BRAINTREE, LLC

LEGAL NOTICES

Notice is hereby given that a community outreach meeting will be held for NATIVE SUN BRAINTREE, LLC, a proposed Marijuana Treatment Center. The meeting is scheduled for Wednesday, JANUARY 19, 2022, at 7:00 p.m, located at the Braintree Town Hall - 1 John F Kennedy Memorial Dr, Braintree, MA 02184.

The proposed Marijuana Treatment Center is anticipated to be located at 120 Granite Street, Braintree MA 02184. Community Members and members of the public are en-couraged to attend and ask questions that will be answered by representatives of Na-tive Sun. Questions may also be submitted in advance to info@nativesunwellness.com.

Information to be presented and discussed will include but not be limited to: • The type(s) of Marijuana Establishment to be located at the proposed address; • Plans and information for maintaining a secure facility;

Plans and protocols to prevent diversion to minors:

Plans to positively impact the community in which the establishment intends to be lo-

cated; • Plans and protocols to ensure the estab-lishment will not constitute a nuisance to the community.

A copy of this notice is on file with the Brain-tree City Clerk located at Braintree Town Hall - 1 John F Kennedy Memorial Dr, Braintree, MA 02184.

A copy of this notice was published in a newspaper of general circulation at least fourteen (14) calendar days prior to the com-munity outreach meeting and mailed at least seven (7) calendar days prior to the com-munity outreach meeting to abutters of the Property, owners of land directly opposite the Property on any public or private street or way, und abutters to the abutters within three hundred (300) feet of the property line of the Property as they appear on the most recent applicable tax list, notwithstanding that the land of any such owner is located in another city or another city or town.

Dec 31

NATIVE SUN BRAINTREE LLC

FODAFHIMBEOL	LEGAL NOTICES
SECOND ADDITIONAL FAMILY COURT A	
M.C No.3306	Of 2020
Between :	
Smt L. Smitha	Petitioner
And :	
Sri. Sujay Raveendra To Mr. Sujay Raveendra Aged about 34years, S/o K. Raveendra 3134, Avalon drive, Acton, Massachusetts-O USA At also: #297,4 th main, 6 th cross, AMS layout, Vidyaranyapura, Bangalo	
WHEREAS Smt L. Smi Raveendra has institute you for a judgment and d divorce by dissolving th the petitioner and the solemnized on 11.06.201 marriage registration and alimony of Rs.2,70,00,0 by summoned to appear son or by a pleader duly to answer all material q the petition: or who shall some person able to an tions, on the 10th day of O'clock in the Morning, t and as the day fixed for tion, you must be prepared day all the witness upon rely in support of your de	d a petition against lecree by a decree of e marriage between respondent which 5 and to cancel the d grant a permanent 00/ You are here- in this court in per- instructed, and able uestions relating to be accompanied by swer all such ques- February 2022 at 11 to answer the claim; your appearance is disposal of the peti- ed to produce on the which you intend to

Take notice that, in default of your appear-ance on the day before mentioned, the pe-tition will be heard and determined in your absence. Given under my hand and the seal of the court, this 20th November of 2021.

Dec 31

C.R.Subramanya. BSc, LLB No.83/43, Champalal Building Vinayaka Circle 2 nd Main P.G Halli Post Malleswaram Bengaluru-560003 KA, India

LEGAL NOTICES FCDAFGHKBC

LEGAL NOTICE

Notice is hereby given that the Mayor's Of-fice of Consumer Affairs and Licensing has received the following application:

To maintain and operate entertainment categories consisting of disc jockey, dancing by patrons, karaoke, table game (dice game), audio device, widescreen TVs, and projectors until 2:00 a.m. seven (7) days a week.

At: 138 Brighton Avenue, 2nd Fl., Allston, MA 02134 Known as: Stage Karaoke The applicant is: Stage Karaoke LLC Manager of record is: Henry Wong

A public hearing on this application will be held via virtual conference on Zoom, on Monday, January 31, 2022, at 10:00 a.m.

Zoom: https://us02web.zoom.us/j/821915 23510?pwd=UkZKQ0pFRktPQkVudjZINVY5 ZXI5Zz09 Meeting ID: 821 9152 3510 • Passcode: 009988 • Dial In Phone Number: (646) 876- 9923

Anyone wishing to speak on this matter is invited to attend the hearing. Interpretation Services in Spanish, Mandarin, Cantonese, Vietnamese, Haitian Creole, Cape Verdean Creole and American Sign Language may be available upon request if the request is made two weeks prior to the public hearing. Call 617-635-4165 to request an interpreter. Written comments may be made prior to the hearing by writing to:

Kathleen Joyce, Esq., Executive Director Mayor's Office of Consumer Affairs and Licensing Room 809, Boston City Hall, Boston, MA 02201 Telephone (617) 635-4165 | Email MOCAL@

boston.gov

Dec 31





ME HU ELIVERY D

Call 1-800-882-1211 for more information.





Community Outreach Meeting Attestation Form

Instructions

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

Attestation

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

- 1. The Community Outreach Meeting was held on the following date(s):
- 2. At least one (1) meeting was held within the municipality where the ME is proposed to be located.
- 3. At least one (1) meeting was held after normal business hours (this requirement can be satisfied along with requirement #2 if the meeting was held within the municipality and after normal business hours).

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



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



- 6. A copy of the community outreach notice containing the time, place, and subject matter of the meeting, including the proposed address of the ME or MTC was mailed at least seven (7) calendar days prior to the community outreach meeting to abutters of the proposed address, and residents within 300 feet of the property line of the applicant's proposed location as they appear on the most recent applicable tax list, notwithstanding that the land of the abutter or resident is located in another municipality. A copy of this mailed notice is labeled and attached as "Attachment C." Please redact the name of any abutter or resident in this notice.
 - a. Date notice(s) mailed:
- 7. The applicant presented information at the Community Outreach Meeting, which at a minimum included the following:
 - a. The type(s) of ME or MTC to be located at the proposed address;
 - b. Information adequate to demonstrate that the location will be maintained securely;
 - c. Steps to be taken by the ME or MTC to prevent diversion to minors;
 - d. A plan by the ME or MTC to positively impact the community; and
 - e. Information adequate to demonstrate that the location will not constitute a nuisance as defined by law.
- 8. Community members were permitted to ask questions and receive answers from representatives of the ME or MTC.

Name of applicant:

Native Sun Braintree, LLC

Name of applicant's authorized representative:

Timothy Caraboolad

Signature of applicant's authorized representative:

14

Goals

In order for Native Sun Braintree to positively impact Braintree and its residents, low-income populations and Areas of Disproportionate Impact; Native Sun Braintree has established the following goals:

- Hiring residents from Areas of Disproportionate Impact, particularly Braintree, Quincy and Randolph to fill up to but not limited to 30% of the staffing needs
- Prioritize hiring at least 50% Braintree local businesses, suppliers, contractors, builders and vendors for purposes of construction, maintenance and operations of Native Sun Braintree LLC
- Monthly Donations of \$1,000, totaling \$12,000 annually to the Braintree Community Partnership on Substance Use, a group of individuals committed to: Minimizing youth access to alcohol, tobacco, nicotine delivery devices, marijuana, opioids and other drugs. And Supporting individuals and families struggling with addiction.

Programs

Native Sun Braintree has developed specific programs to effectuate its stated goals to positively impact Braintree. Such programs will include the following:

- Native Sun Braintree will post at minimum semi-annual advertisements in local newspapers such as *The Patriot Ledger* and *The Boston Herald* to encourage candidates from the Braintree, Quincy and Randolph communities to apply
- In addition to newspaper postings, Native Sun Braintee will hold an annual virtual job fair to stay in touch with the Braintree community and encourage locals who are interested in employment with us to apply and provide information for those who want to know more about the MTC
- In the event that a supplier, contractor, builder or vendor for purposes of construction, maintenance and operation of Native Sun Braintree must be hired, Dispensary management will prioritize to first seek out such businesses that are local to the Braintree community
- Monthly donations will be made out to the Braintree Community Partnership on Substance Use A letter has been provided by the Braintree Community Partnership on Substance Use stating that they will accept our donations of \$1,000 per month, totalling \$12,000 per year.

Measurements

Such measurable outcomes, in accordance with Native Sun Braintree's goals and programs described above, include:

- Annual quantifying assessment of hired employees, ensuring that a minimum of 30% staff are local to Braintree, Quincy and Randolph.
- Persons responsible for hiring businesses, suppliers, contractors, builders and vendors for Native Sun Braintree construction, maintenance and operations will review and assess annually that the goal of 50% has been met
- Monthly and Annual assessment from Director of Finance to ensure \$1000 monthly donations to The Braintree Community Partnership on Substance Use are being made and the \$12,000 total annual donations have been complete

Beginning upon receipt of Native Sun Braintree's first Provisional License from the Commission to operate a marijuana establishment in the Commonwealth, Native Sun Braintree 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 executive team will review and evaluate Native Sun Braintree's measurable outcomes no less than twice annually to ensure that Native Sun Braintree is meeting its commitments. Native Sun Braintree is mindful that demonstration of the Plan's progress and success will be submitted to the Commission upon renewal.

Native Sun Braintree also intends to continually work with the local community and have an open door policy regarding any questions or concerns that they may have regarding Native Sun Braintree.

Acknowledgements

- Native Sun Braintree 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 Native Sun Braintree will not violate the Commission's regulations with respect to limitations on ownership or control or other applicable state laws.
- As identified above, Native Sun Braintree intends to donate to The Braintree Community Partnership on Substance Use and acknowledges that The Braintree Community Partnership on Substance Use has been contacted and will receive the donation described herein

LIMITED LIABILITY COMPANY AGREEMENT OF NATIVE SUN BRAINTREE LLC

This Limited Liability Company Operating Agreement of Native Sun Braintree LLC, a Massachusetts limited liability company (the "**Company**") is entered into as of October 12, 2021, by Native Sun Holdings LLC (the "**Manager**") of 77 Rumford Avenue, Waltham, MA 02453, and Native Sun Holdings LLC as the sole member of the Company (the "**Member**").

The Manger and Member will carry on the Company as a limited liability company in accordance with the provisions of the Massachusetts Limited Liability Company Act (the "Act") and pursuant to the following terms:

1. Name; Jurisdiction of Organization. The name of the Company is "Native Sun Braintree LLC". The Company is a limited liability company organized under the laws of the Commonwealth of Massachusetts and by the filing on October 12, 2021, of a Certificate of Organization in the office of the Secretary of State of the Commonwealth of Massachusetts.

2. Purpose. The Company may ENGAGE IN MANAGEMENT OF BUSINESS ENTITIES AND BUSINESS ACTIVITY AND ALL ACTIVITIES RELATED THERETO AND INCIDENTAL THERETO; AND TO ENGAGE IN ANY OTHER ACTIVITIES IN WHICH A LIMITED LIABILITY COMPANY FORMED UNDER THE LAWS OF THE COMMONWEALTH OF MASSACHUSETTS MAY LAWFULLY ENGAGE.

3. Office; Agent for Service of Process. The principal place of business of the Company and the office of the Company shall be 77 Rumford Avenue, Waltham, MA 02453, or such other place as the Manager shall determine from time to time. As of the date of this Agreement, and the name and address of the Company's initial agent for service of process is: Anthony McGuinness, c/o Rich May, PC, 176 Federal Street, Boston, MA 02110.

4. Management. Native Sun Holdings LLC shall be the Manager of the Company. The management of the Company and its business and affairs shall be vested in the Manager, and the Manager shall have the power and authority to exercise all of the rights, powers and privileges granted under the Act, any other applicable law and this Agreement. The Manager may appoint officers, representatives and agents to assist with its management of the Company, and such officers, representatives and agents shall have such titles, duties and responsibilities as determined by the Manager from time to time. No officer, representative, or agent will have authority (general or specific) to act for or bind the Company unless the Manager delegates such authority to such officer, representative or agent, and then only to the extent so delegated by the Manager.

5. Term. The Company shall continue in existence until terminated and liquidated by the Member.

6. Limited Liability. Except as otherwise required by the Act, the debts, expenses, obligations and liabilities of the Company, whether arising in contract, tort or otherwise, shall be solely the debts, expenses, obligations and liabilities of the Company. To the full extent permitted

by the laws of the Commonwealth of Massachusetts, the Manager is released from liability for damages and other monetary relief on account of any act, omission, or conduct in its Managerial capacity. No amendment or repeal of this section affects any liability or alleged liability of the Manager for any acts, omission, or conduct that occurred prior to the amendment or repeal.

7. **Capital Contributions**. Capital contributions shall be made in the form of cash, assets or other property by the Member. A record of the capital contributions shall be maintained by the Company.

8. Membership Interests. Membership interests of the Company may be represented by certificates at the sole discretion of the Manager.

9. Allocations and Distributions. Each item of income, gain, loss, deduction and credit of the Company for Federal income tax purposes shall be allocated to the Member. All distributions in respect of the ownership interests in the Company shall be made to the Member.

10. Partnership Representative. Native Sun Holdings LLC is hereby designated as the "Partnership Representative," defined under Section 6223 of the Internal Revenue Code of 1986, as amended.

11. Fiscal Year. The fiscal year of the Company shall be determined by the Manager.

12. Method of Accounting. The method of accounting used by the Company shall be determined by the Manager.

13. Conversion to Corporation. The Manager may cause the Company to convert to corporate form, in its sole discretion, through one or more structures, including without limitation a merger or formation of a holding corporation. The Manager shall have the exclusive power and authority to effect such a conversion and to make all determinations, decisions and elections in connection therewith.

14. Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the Company, the Member, the Manager and their respective successors, successors-in-title, legal representatives, heirs and assigns. None of the provisions of this Agreement shall be for the benefit of or enforceable by any person or entity other than a member or the Company, including without limitation any creditor of any member or the Company.

15. Amendments; Waivers. No waiver, modification or amendment of this Agreement shall be valid or binding unless such waiver, modification or amendment is in writing duly executed by the Member. No delay or omission in exercising any right under this Agreement shall operate as a waiver of that or any other right.

16. Governing Law. This Agreement shall be governed by and interpreted, construed and enforced in accordance with the internal laws of the Commonwealth of Massachusetts.

[Signature Page Follows]

The Member has executed this Agreement under seal as of the day and year first above set forth.

MANAGER and MEMBER:

NATIVE SUN HOLDINGS LLC

Timothy Caraboolad, Manager and Duly Authorized Signatory

SCHEDULE 1 TO OPERATING AGREEMENT OF NATIVE SUN BRAINTREE LLC

MEMBERS

Name and Address of Member	Percentage Interest	Initial Capital Contribution
Native Sun Holdings LLC 55 Henshaw Street Brighton, MA 02135	100%	\$100.00

(N <u>s</u> X)		ionwealth of Iliam Francis	Massachusetts Galvin	Minimum Fee: \$500
	One	e Commonwealth, e Ashburton Place, Boston, MA 02109 elephone: (617) 72	8-1512	1
			.7 9040	
ertificate of Organiz ieneral Laws, Chapter)	zation			
dentification Number:	001534360			
. The exact name of th	e limited liability o	company is: <u>NAT</u>	IVE SUN BRAINT	REE LLC
a. Location of its princ	ipal office:			
lo. and Street:	77 RUMFORD	AVENUE		
	<u>SUITE 7</u>			
ity or Town:	WALTHAM	State: <u>MA</u>	Zip: <u>02453</u>	Country: <u>USA</u>
b. Street address of th	e office in the Cor	nmonwealth at wh	ich the records will	be maintained:
lo. and Street:	<u>77 RUMFORD A</u> SUITE 7	<u>AVENUE</u>		
ity or Town:	WALTHAM	State: MA	Zip: <u>02453</u>	Country: <u>USA</u>
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documents to be filed with the Corporations Division, and at least one person shall be named if there are no managers.

	Individual Name	Address (no PO Box)
	First, Middle, Last, Suffix	Address, City or Town, State, Zip Code
	s address of the person(s) authorized	
cordable instrumen 	t purporting to affect an interest in rea	Address (no PO Box)
	First, Middle, Last, Suffix	Address, City or Town, State, Zip Code
REAL PROPERTY	NATIVE SUN HOLDINGS LLC	77 RUMFORD AVENUE WALTHAM, MA 02453 USA
	SENT IN AND CONFIRMED PENALTIES OF PERJURY, this 12	2 Day of October, 2021,

THE COMMONWEALTH OF MASSACHUSETTS

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

October 12, 2021 03:26 PM

Heterian Frainfalies

WILLIAM FRANCIS GALVIN

Secretary of the Commonwealth

Certificate of Good Standing or Compliance from the Massachusetts Department of Unemployment Assistance Attestation Form

Signed under the pains and penalties of perjury, I, Timothy Caraboolad , an authorized representative of Native Sun Braintree LLC, certify that Native Sun Braintree LLC does not currently have employees and is therefore unable to register with the Massachusetts Department of Unemployment Assistance to obtain a Certificate of Good Standing or Compliance.

All

Signature

November 29, 2021
Date

Name: Timothy Caraboolad

Title: CEO

Entity: Native Sun Braintree LLC


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

mass.gov/dor

CERTIFICATE OF GOOD STANDING AND/OR TAX COMPLIANCE

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NATIVE SUN BRAINTREE LLC 77 RUMFORD AVE STE 7 WALTHAM MA 02453-3872

Why did I receive this notice?

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

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

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

What if I have questions?

If you have questions, call us at (617) 887-6400 or toll-free in Massachusetts at (800) 392-6089, Monday through Friday, 9:00 a.m. to 4:00 p.m..

Visit us online!

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

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

end W. Gfor

Edward W. Coyle, Jr., Chief Collections Bureau



William Francis Galvin Secretary of the Commonwealth

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

November 26, 2021

TO WHOM IT MAY CONCERN:

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

NATIVE SUN BRAINTREE LLC

in accordance with the provisions of Massachusetts General Laws Chapter 156C on October 12, 2021.

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

I also certify that the names of all managers listed in the most recent filing are: NATIVE SUN HOLDINGS LLC

I further certify, the names of all persons authorized to execute documents filed with this office and listed in the most recent filing are: NATIVE SUN HOLDINGS LLC

The names of all persons authorized to act with respect to real property listed in the most recent filing are: NATIVE SUN HOLDINGS LLC



Processed By:IL

In testimony of which,

I have hereunto affixed the

Great Seal of the Commonwealth

on the date first above written.

Villian Incening Galicin

Secretary of the Commonwealth

The following persons will be emergency contacts for Native Sun Braintree, LLC. These persons do not have direct or indirect authority over Native Sun Braintree, but these persons will serve as emergency contacts and will inevitably be registered as agents for Native Sun Braintree.

- 1. Charlie Yon Director of Operations
 - a. Phone number: 508-479-3506
 - b. Email: charlie@nativesunwellness.com
- 2. Caitlyn Woodward-Samson Director of Retail
 - a. Phone Number: 617-379-3478
 - b. Email: <u>caitlyn@nativesunwellness.com</u>
- 3. Alicia Champagne
 - a. Phone Number: 978-201-5906
 - b. Email: <u>alicia@nativsunwellness.com</u>

<u>Summary</u>

In accordance to 935 CMR 501.105(10), Native Sun Braintree will contract with an insurance provider 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. Native Sun Braintree will consider additional coverage based on availability and cost-benefit analysis.

If adequate coverage is unavailable at a reasonable rate, Native Sun Braintree will place in escrow at least \$250,000 to be expended for liabilities coverage (or such other amount approved by the Commission). Any withdrawal from such escrow will be replenished within 10 business days of any expenditure. Native Sun Braintree will keep reports documenting compliance with 935 CMR 501.105(10) in a manner and form determined by the Commission pursuant to 935 CMR 501.000.

Business Plan

EXECUTIVE SUMMARY

Mission Statement and Message from the CEO

Native Sun Braintree is an applicant for a Medical Marijuana Treatment Center in the Commonwealth that is committed to creating a safe and clean community environment and that provides consistent, high-quality cannabis to registered, qualifying patients and their caregivers.

Native Sun is a locally owned, high-end holistic medical cannabis company deeply rooted in the communities we serve. We are socially responsible business leaders with a track record of success and community involvement in the businesses we operate. We are committed to operate with the highest degree of integrity, transparency, and respect. Our goal is to make affordable and accessible products for Medical cannabis patients in MA.

Native Sun is a company with the highest regard for product quality and integrity.

What Drives Us

Native Sun Braintree's goals include:

- 1. Providing patients with a wide variety of high quality, consistent, laboratory-tested cannabis and derivatives;
- 2. Assisting local communities in offsetting the cost of Native Sun Braintree's operations within its communities;
- 3. Hiring employees and contractors from within the communities served;
- 4. Hiring employees and contractors from communities that have been disproportionately impacted by the war on drugs;
- 5. Having a diverse and socially representative pool of employees;
- 6. Empowering the next generation of entrepreneurs and leaders through hiring, training and teaching; and
- 7. Running an environmentally friendly MTC.

TEAM

<u>General</u>

Native Sun Braintree has put together a team to implement the operations of the MTC and intends to create approximately 20 full-time staff positions within the first three years of operation. Fostering an inclusive work environment that warrants respect to all is part of our company's Plan for Positive Impact. No Person or Entity Having Direct or Indirect Control over Native Sun Braintree team is or will be a controlling person with over more than three licenses in a particular class of license.

Founders & Board of Directors

Tim Caraboolad - Owner and CEO - having grown up in the construction and development industry, Tim 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.

Business Plan

Geoff Bernstein - Geoff brings 15 years of investment banking and buy-side investment experience. Geoff now serves as co-founder & General Partner at Indicator Ventures, an early stage venture capital firm with offices in Boston and New York.

Executive Management Team

Domenic Suppa - COO - A cannabis tech and operations veteran with 10 years experience as a senior executive in an operationally complex, highly regulated industry. Domenic was COO of Denber based EvoLab up until the company saw a successful sale to a public MSO. Domenic is a proven leader and team builder for startup environments.

Charles Yon - Director of Operations - A cannabis professional with 5 years experience in the Mass medical and adult use markets. Combining his business degree, financial service experience, and a lifelong passion for cannabis, to provide valuable strategic and operational experience.

Caitlyn Woodward-Samson - Director of Retail - With more than 17 years experience in leading retail business, focused on development, facilitation & execution of key training platforms, Caitlyn has opened and operated 4 cannabis retail locations in the recreational and medical markets, including the rollout of Native Sun Wellness' flagship retail store.

Thomas Tweed - Director of Cultivation - has over 12 years of experience in the cannabis industry and began growing in the commercial MA market in 2016. In addition to consulting work, Tom has been a Head Grower and most recently Cultivation Manager.

Alicia Champagne - Compliance Coordinator -Alicia started in the cannabis industry 6 years ago as a budtender. As she worked her way up to Assistant Manager, she developed an extensive knowledge of the industry and its unique regulations giving her the foundation to become a compliance expert.

Advisors:

Herby Duverne - Security Advisor - Herby is a professional security services executive with over 15 years of progressive experience. Currently, he is the CEO and Principal of Windwalker Group, a premier risk, security and compliance firm.

Steven Prescott Bennett, Ph.D. - Medical and Scientific Advisor - With 20+ years of research experience in CNS disorders, pain, and cancer, Dr. Bennett has spent the last 5 years in cannabis research. After serving as the Chief Scientific Officer for the Maricann Group, Dr. Bennett founded Prescott Logic Technologies, Ltd. Which is working to advance our scientific knowledge of cannabis and cannabinoid/terpene-based therapies.

Alexis Tkachuk - Legal Advisor - Alexis Tkachuk an attorney with two decades of experience in MA politics. Highlights: developing and implementing Boston's new regulatory processes for legalized marijuana, the first major city on the Eastern seaboard to have recreational marijuana open and serving customers, finalizing 14 Marijuana Host Community

<u>Business Plan</u>

Agreements, including 5 state-certified Economic Empowerment candidates and minority owned businesses.

COMPANY DESCRIPTION

Structure

Native Sun Braintree is a Massachusetts domestic for-profit corporation that is applying for a License from the Commission to operate a MTC in the Commonwealth. The medical dispensary will also have a tier 1 cultivation all located in a 12,000 sq.ft pre-existing structure that will undergo renovations located at 120 Granite St. Braintree MA. The building was initially constructed in 1967 and renovated in 2000, however, the building has been vacant since 2018. The building will be divided up, approximately 5,188 sq ft will be used for the cultivation space and about 5,897 sq ft will be used for retail space. In addition to renovations, the building will undergo upgrades to the HVAC system and upgrades to the electric and plumbing.

Native Sun Braintree will file, in a form and manner specified by the Commission, an application for licensure as a MTC consisting primarily of three sections: An Application of Intent packet; a Background Check packet; and a Management and Operations Profile packet.

Operations

Native Sun Braintree 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.

Native Sun Braintree will tag and track all marijuana seeds, clones, plants, and marijuana products using METRC and in a form and manner approved by the Commission.

No marijuana product, including marijuana, will be sold or otherwise marketed for medical use that has not first been tested by Independent Testing Laboratories, except as allowed under 935 CMR 501.000.

Native Sun Braintree will maintain records which will be available for inspection by the Commission upon request. The records will be maintained in accordance with generally accepted accounting principles and maintained for at least 12 months or as specified and required by 935 CMR 501.000.

Native Sun Braintree 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 501.105(10)(b) or otherwise approved by the Commission. The deductible for each policy will be no higher than \$5,000 per occurrence. If adequate coverage is unavailable at a reasonable rate, Native Sun Braintree will place in escrow

Business Plan

at least \$250,000 to be expended for liabilities coverage (or such other amount approved by the Commission). Any withdrawal from such escrow will be replenished within 10 business days of any expenditure. Native Sun Braintree will keep reports documenting compliance with 935 CMR 501.105(10) in a manner and form determined by the Commission pursuant to 935 CMR 501.000.

Native Sun Braintree will provide adequate lighting, ventilation, temperature, humidity, space, and equipment, in accordance with applicable provisions of 935 CMR 501.105 and 501.110.

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.

Native Sun Braintree will demonstrate consideration of the factors for Energy Efficiency and Conservation outlined in 935 CMR 501.105(15) as part of its operating plan and application for licensure.

Prior to commencing operations, Native Sun Braintree will provide proof of having obtained a surety bond in an amount equal to its licensure fee payable to the Marijuana Regulation Fund. The bond will ensure payment of the cost incurred for the destruction of cannabis goods necessitated by a violation of St. 2016, c. 334, as amended by St. 2017, c. 55 or 935 CMR 501.000 or the cessation of operation of Native Sun Braintree. If Native Sun Braintree is unable to secure a surety bond, it will place in escrow a sum of no less than \$5,000 or such other amount approved by the Commission, to be expended for coverage of liabilities. The escrow account will be replenished within ten business days of any expenditure required under 935 CMR 501.105 unless Native Sun Braintree has ceased operations. Documentation of the replenishment will be promptly sent to the Commission.

Native Sun Braintree and Native Sun Braintree agents will comply with all local rules, regulations, ordinances, and bylaws.

Security and Diversion Prevention

Native Sun Braintree 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.

Native Sun Braintree'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.

<u>Business Plan</u>

Utilizing Plymouth Armor Group for cash pick up services that will bring Native Sun Braintree's sales deposits to the financial institution without compromising the safety of staff. Pickups will be done in a manner that only managers will know when cash pick ups are planned.

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 Police Department. These surveillance cameras will remain operational even in the event of a power outage. The exterior of the dispensary and surrounding area will be sufficiently lit, and foliage will be minimized to ensure clear visibility of the area at all times.

The front entrance of the facility will remain locked, including during business hours. Any person looking to enter the facility will be required to show identification at the door to be inspected by Native Sun personnel. Apart from registered, qualifying patients and caregivers, only Native Sun Braintree'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 Native Sun Braintree will maintain a current list of individuals with access.

All patients must be 18+ years old and are required to provide a verified and valid government ID in addition to active patient registration IDs. Any person making a purchase will have IDs checked again at the sales counter before the transaction is made. Products will be sold to patients in odorless, opaque, childproof packaging. All products sold will be labeled with the patient identification number.

On-site consumption of marijuana will be prohibited. Native Sun Braintree will have a zero tolerance policy for any type of misconduct.

Benefits to Host Communities

Native Sun Braintree looks forward to working cooperatively with its host communities to ensure that Native Sun Braintree operates as a responsible, contributing member of those host communities. Native Sun Braintree has established a mutually beneficial relationship with its host communities in exchange for permitting Native Sun Braintree to site and operate.

Native Sun Braintree's host communities stand to benefit in various ways, including but not limited to the following:

- 1. <u>Jobs</u>: An MTC will add a number of full-time jobs, in addition to hiring qualified, local contractors and vendors.
- 2. <u>Monetary Benefits</u>: A Host Community Agreement with significant monetary donations will provide the host community with additional financial benefits beyond local property taxes.
- 3. <u>Access to Quality Product</u>: Native Sun Braintree will allow registered, qualifying patients in the Commonwealth to have access to high quality marijuana and marijuana products that are tested for cannabinoid content and contaminants.
- 4. <u>Control</u>: In addition to the Commission, the Police Department and other municipal departments will have oversight over Native Sun Braintree's security systems and processes.

Business Plan

- 5. <u>Responsibility</u>: Native Sun Braintree is composed of experienced professionals who will be thoroughly background checked and scrutinized by the Commission before starting employment with the company.
- 6. <u>Economic Development</u>: Native Sun Braintree's operation of its facilities will help to revitalize its host communities and contribute to the overall economic development of the local community. Occupying a facility that has been vacant since 2018, and renovating the existing structure as well as improving landscaping and enhancing the property.
- 7. <u>Community Service</u> Two mandatory community service days for employees each year to maintain our obligations as good partners in the community. Native Sun Braintree will also continue community outreach activities after the establishment is open. If any neighbor, community member or direct abutter has any concerns, our leadership will personally meet with them to ensure their concerns are heard.

Market Research

Customers

Native Sun Braintree will only sell marijuana and marijuana products to other licensed MTCs (in accordance with transfer limits) and individuals that possess an active medical registration card issued by the Commission. All customers of Native Sun Braintree will be either registered patients or caregivers; secondary ID will be required in addition to the CCC Medical Marijuana Patient/Caregiver ID card.

Competitors

Native Sun Braintree's direct competitors include Ermont in Quincy and Curaleaf in Hanover for competing medical licenses in a nearby proximity to Braintree. Native Sun will be the first Medical Marijuana Dispensary in the town of Braintree and will be advantageous for the Braintree community to have a local MTC where patients can access quality medical grade cannabis and speak to one of Native Sun's sales associates who have a well rounded knowledge of cannabis.

Competitive Advantage

Native Sun Braintree's competitive advantages over their competition include its founders' experience in business, real estate, and real estate development. Native Sun Braintree 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.

Being the first cannabis dispensary in Braintree, MA; Native Sun Braintree's advantages over their local competition includes the combined experiences of our executive team, mindfulness to product quality, and dedication to our staff's knowledge and training.

Native Sun Braintree possesses several strengths that separate Native Sun Braintree from the competition. The industry is rapidly growing, and patients are scrutinizing the quality of cannabis dispensed, the services offered, the location of the dispensary, the prices offered for the products, and the branding of the business.

Business Plan

We will offer competitive wages starting at \$18 per hour for entry level staff, as well as offer benefits to our staff to prevent turnover such as providing medical benefits, providing staff with transportation passes and also providing staff with Medical Marijuana certifications. Promoting staff from within, ensuring that hardworking staff members are recognized and offered the opportunity to rise within the company and gain leadership experience.

Additional training for staff will be encouraged such as ServSafe Training, CPR/emergency first aid training, TIPs, etc. All staff members are also required to participate in de-escalation training. This will provide a well rounded, and well prepared team that will be ready to handle any challenge that may arise at store-level.

Regulations

Native Sun Braintree is a Massachusetts domestic for-profit corporation. Native Sun Braintree will maintain the corporation in good standing with the Massachusetts Secretary of the Commonwealth, the Department of Revenue, and the Department of Unemployment Assistance. Native Sun Braintree will apply for all state and local permits and approvals required to build out and operate the facility.

Native Sun Braintree 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.

Products & Services

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

- 1. Concentrates
- 2. Topical Salves
- 3. Creams and Lotions
- 4. Patches
- 5. Oral Mucosal and Sublingual Dissolving Tablets
- 6. Tinctures
- 7. Sprays
- 8. Inhalation Ready to Use C02 Extracted Hash Oils
- 9. Pre-Dosed Oil Vaporizers
- 10. Ingestion Capsules
- 11. Infused Food and Beverages
- 12. Infused Beverages and infused drink mixers

Pricing Structure

Native Sun Braintree's pricing structure will vary based on market conditions. Native Sun Braintree plans to provide products of superior quality and will price accordingly. Native Sun Braintree will also have a plan to provide discounts to patients with Verified Financial Hardship.

<u>Business Plan</u>

MARKETING & SALES

Growth Strategy

Native Sun Braintree's plan to grow the company includes:

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

Native Sun Braintree plans to grow its business and clientele through strategic partnerships, and educational outreach. Native Sun Braintree also plans to seek additional, appropriate locations in the surrounding area to expand business and reach an increased number of patients in the future.

Communications

Native Sun Braintree will engage in reasonable marketing, advertising, and branding practices that do not jeopardize the public health, welfare, or safety of the general public, or promote the diversion of marijuana or marijuana use for patients. 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 501.105(5), in their entirety in a conspicuous manner on the face of the advertisement.

All marketing, advertising, and branding produced by or on behalf of Native Sun Braintree will include the following warning, including capitalization, in accordance with M.G.L. c. 94G, § $4(a\frac{1}{2})(xxvi)$: "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."

Native Sun Braintree will seek events where 85% or more of the audience is reasonably expected to be either 21 years of age or older or individuals with a debilitating condition, as determined by reliable, current audience composition data. At these events, Native Sun Braintree will market its products and services to reach a wide range of patients.

Native Sun Braintree will communicate with patients through:

- 1. A company run website;
- 2. A company blog;
- 3. Popular cannabis discovery networks such as WeedMaps and Leafly;
- 4. Popular social media platforms such as Instagram, Facebook, Twitter, and SnapChat; and
- 5. Opt-in direct communications.

Business Plan

Native Sun Braintree will provide a catalogue and a printed list of the prices and strains of marijuana available to patients and will post the same catalogue and list on its website and in the retail store.

<u>Sales</u>

Native Sun Braintree will sell its products and services by engaging customers with knowledgeable personnel and by having a well rounded menu that offers products that are in high demand as well as offering new and exciting product types that are up and coming in the market. Patients may request a private consultation with one of our sales persons if they wish to have their questions answered outside of the main retail area.

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

Packaging for marijuana products sold or displayed for patients in multiple servings will allow a patient to easily perform the division into single servings. Edible marijuana products in a solid form will be easily and permanently scored to identify individual servings. Notwithstanding 935 CMR 501.105(6)(c)2.a., where a product is unable, because of its form, to be easily and permanently scored to identify individual servings, the product will be packaged in a single serving size. The determination of whether a product is able to be easily and permanently scored will be decided by the Commission consistent with sub-regulatory guidelines established by the Commission and provided to Licensees. Each single serving of an edible marijuana product contained in a multiple-serving package may be marked, stamped or otherwise imprinted with the symbol issued by the Commission under 935 CMR 501.105(5) that indicates that the single serving is a Marijuana Product. Serving size will be determined by Native Sun Braintree.

<u>Logo</u>

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

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

An image of the logo can be found below:



NATIVE SUN

FINAL REMARKS

Native Sun Braintree has the experience and know-how to safely and efficiently provide high quality, consistent, laboratory-tested cannabis and derivatives. Native Sun Braintree hopes to bring its high-quality standards to medical-use patients to provide them with a safe and clean community environment. Native Sun Braintree's security systems and comprehensive security measures will also help ensure a safe and secure environment that will help deter and prevent diversion.

<u>Summary</u>

Policies and procedures for energy efficiency and conservation that will include:

- 1. 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;
- 2. Consideration of opportunities for renewable energy generation including, where applicable, submission of building plans showing where energy generators could be placed on the site, and an explanation of why the identified opportunities were not pursued, if applicable;
- 3. Strategies to reduce electric demand (such as lighting schedules, active load management and energy storage); and
- 4. Engagement with energy efficiency programs offered pursuant to M.G.L. c. 25, § 21, or through municipal lighting plants.
- 5. MTCs engaged in transportation operations will use best management practices to reduce energy and water usage, engage in energy conservation and mitigate other environmental impacts.

To demonstrate compliance with 935 CMR 501.120(11), an MTC applicant seeking to engage in cultivation operations must submit an energy compliance letter prepared by a Massachusetts Licensed Professional Engineer or Massachusetts Licensed Registered Architect with supporting documentation, together with submission of building plans under 935 CMR 501.103(1)(a), but prior to final licensure. To the extent updates are required to the information provided for initial licensure, Native Sun Braintree will submit an updated energy compliance letter prepared by a Massachusetts Licensed Professional Engineer or Massachusetts Licensed Registered Architect with supporting documentation, together with a renewal application submitted under 935 CMR 501.103(4).

Cultivation Operations

Native Sun Braintree's cultivation operations will satisfy minimum energy efficiency and equipment standards established by the Commission and meet all applicable environmental laws, regulations, permits and other applicable approvals including, but not limited to, those related to water quality and quantity, wastewater, solid and hazardous waste management, and air pollution control, including prevention of odor and noise pursuant to 310 CMR 7.00: Air Pollution Control as a condition of obtaining a final License under 935 CMR 501.103(2) and as a condition of renewal under 935 CMR 501.103(4). Native Sun Braintree's cultivation operations will adopt and use additional best management practices as determined by the Commission, in consultation with the working group established under St. 2017, c. 55, § 78(b) or applicable departments or divisions of the EOEEA, to reduce energy and water usage, engage in energy conservation and mitigate other environmental impacts, and will provide energy and water usage reporting to the Commission in a form determined by the Commission. Each License renewal application under 935 CMR 501.103(4) must include a report of Native Sun Braintree's cultivation operations' energy and water usage over the 12-month period preceding the date of application

For purposes of 935 CMR 501.120(11), the following terms will have the following meanings:

- a. Horticultural Lighting Equipment (HLE) means any lighting equipment (e.g. fixtures, bulbs, ballasts, controls, etc.) that uses energy for the cultivation of plants, at any stage of growth (e.g. germination, cloning/mother plants, Propagation, Vegetation, Flowering, and harvest).
- b. Horticulture Lighting Square Footage (HLSF) means Canopy.
- c. Lighting Power Density (HLPD) means a measure of total watts of Horticultural Lighting Equipment per total Horticulture Lighting Square Footage, (HLE/HLSF = HLPD) expressed as number of watts per square foot.

Product Manufacturing Operations

An MTC engaged in product manufacturing operations will meet all applicable environmental laws, regulations, permits and other applicable approvals including, but not limited to, those related to water quality and quantity, wastewater, solid and hazardous waste management and air pollution control, including prevention of odor and noise pursuant to 310 CMR 7.00: Air Pollution Control, and to use additional best management practices as determined by the Commission in consultation with the working group established under St. 2017, c. 55, § 78(b) or applicable departments or divisions of the EOEEA to reduce energy and water usage, engage in energy conservation and mitigate other environmental impacts

Building Code Requirements

Native Sun Braintree's cultivation facility will meet minimum Massachusetts Building Code requirements and all Massachusetts amendments (780 CMR: *State Building Code*), International Energy Conservation Code (IECC) Section C.402 or The American Society of Heating, Refrigerating and Air-conditioning Engineers (ASHRAE) Chapters 5.4 and 5.5 as applied or incorporated by reference in 780 CMR: *State Building Code*, unless Native Sun Braintree's facility uses an existing building and may demonstrate compliance by showing that the envelope insulation complies with code minimum standards for Type Factory Industrial F-1, as further defined in guidelines issued by the Commission.

Lighting

Native Sun Braintree's Lighting Power Densities (LPD) for cultivation space will not exceed an average of 36 watts per gross square foot of active and growing space canopy, but for Tier 1 and Tier 2 a requirement of 50 watts per gross square foot of active canopy or growing unless otherwise determined in guidelines issued by the Commission.

All horticultural lighting used in the facility will be listed on the current Design Lights Consortium Solid-State Horticultural Lighting Qualified Products List ("Horticultural QPL") or other similar list approved by the Commission as of the date of License application, and lighting Photosynthetic Photon Efficacy (PPE) is at least 15 % above the minimum Horticultural QPL threshold rounded up to the nearest 0.1 µmol/J (micromoles per joule).

If Native Sun Braintree is looking to use horticultural lighting not included on the Horticultural QPL or other similar list approved by the Commission, Native Sun Braintree will seek a waiver pursuant to 935 CMR 501.850: Waivers and provide documentation of third-party certification of the energy efficiency features of the proposed lighting. All facilities, regardless of compliance path, will provide third-party safety certification by an OSHA NRTL or SCC-recognized body,

which will certify that products meet a set of safety requirements and standards deemed applicable to horticultural lighting products by that safety organization.

<u>HVAC</u>

Native Sun Braintree's Heating Ventilation and Air Condition (HVAC) and dehumidification systems will meet Massachusetts Building Code requirements and all Massachusetts amendments (780 CMR: *State Building Code*), IECC Section C.403 or ASHRAE Chapter 6 as applied or incorporated by reference in (780 CMR: *State Building Code*). Native Sun Braintree will provide a certification from a Massachusetts Licensed Mechanical Engineer that the HVAC and dehumidification systems meet Massachusetts building code and that these systems have been evaluated and sized for the anticipated loads of the facility.

Safety Protocols

Native Sun Braintree has established and documented safety protocols to protect workers and patients (*e.g.*, eye protection near operating grow light), as further described in the Workplace Safety Plan.

Native Sun Braintree will document renewable or alternative energy credits that represent a portion of the energy usage not generated on-site, has been purchased and retired annually.

Before final licensure Native Sun Braintree will demonstrate compliance with 935 CMR 501.120(11), by submitting an energy compliance letter prepared by a Massachusetts Licensed Professional Engineer or Massachusetts Licensed Registered Architect with supporting documentation and submission of building plans under 935 CMR 501.100.

The Commission may further define these standards, or create reasonable exemptions or modifications, through guidelines issued in consultation with the energy and environmental standards working group established under St. 2017, c. 55, § 78(b). Native Sun Braintree will regularly check for such guidelines and continue to follow the Commission's standards.

<u>Overview</u>

Native Sun Braintree will securely maintain personnel records, including registration status and background check records. Native Sun Braintree 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 MTC agent;
- A staffing plan that will demonstrate accessible business hours and safe operating conditions;
- Personnel policies and procedures; and
- All background check reports obtained in accordance with 935 CMR 501.030.

Agent Personnel Records

In compliance with 935 CMR 501.105(9), personnel records for each agent will be maintained for at least twelve (12) months after termination of the agent's affiliation with Native Sun Braintree and will include, at a minimum, the following:

- All materials submitted to the Commission pursuant to 935 CMR 501.030;
- 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; and
- Results of initial background investigation, including CORI reports.

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.

Agent Background Checks

- In addition to completing the Commission's agent registration process, all agents hired to work for Native Sun Braintree will undergo a detailed background investigation prior to being granted access to a Native Sun Braintree facility or beginning work duties.
- Background checks will be conducted on all agents in their capacity as employees or volunteers for Native Sun Braintree pursuant to 935 CMR 501.030 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 MTC agent with the licensee.
- For purposes of determining suitability based on background checks performed in accordance with 935 CMR 501.030, Native Sun Braintree 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 501.802 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 501.800. In addition to the requirements established in 935 CMR 501.800, Native Sun Braintree will:
 - Comply with all guidance provided by the Commission and 935 CMR 501.802: Table B 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 501.802. In the event a Presumptive Negative Suitability Determination is made, Native Sun Braintree 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.

- All suitability determinations will be documented in compliance with all requirements set forth in 935 CMR 501 et seq. and guidance provided by the Commission.
- Background screening will be conducted by an investigative firm holding the National Association of Professional Background Screeners (NAPBS®) Background Screening Credentialing Council (BSCC) accreditation and capable of performing the searches required by the regulations and guidance provided by the Commission.
- References provided by the agent will be verified at the time of hire.
- As 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 Native Sun Braintree or the Commission.

Personnel Policies and Training

As outlined in Native Sun Braintree's Record Keeping Procedures, a staffing plan and staffing records will be maintained in compliance with 935 CMR 501.105(9) and will be made available to the Commission, upon request. All Native Sun Braintree agents are required to complete training as detailed in Native Sun Braintree's Qualifications and Training plan which includes but is not limited to Native Sun Braintree's strict alcohol, smoke and drug-free workplace policy, job specific training, Responsible Vendor Training Program, confidentiality training including how confidential information is maintained at the MTC and a comprehensive discussion regarding the MTC's policy for immediate dismissal. All training will be documented in accordance with 935 CMR 501.105(9)(d)(2)(d).

In accordance with 935 CMR 501.105(1)(m), Native Sun Braintree will have a policy for the immediate dismissal of any dispensary agent who has:

- Diverted marijuana, which will be reported the Police Department and to the Commission;
- Engaged in unsafe practices with regard to Native Sun Braintree operations, which will be reported to the Commission; or
- Been convicted or entered a guilty plea, plea of *nolo contendere*, or admission to sufficient facts of a felony drug offense involving distribution to a minor in the Commonwealth, or a like violation of the laws of another state, the United States or a foreign jurisdiction, or a military, territorial, or Native American tribal authority.

Qualifications & Training

Overview

Native Sun Braintree will ensure that all employees hired to work at a Native Sun Braintree facility will be qualified to work as an MTC agent and properly trained to serve in their respective roles in a compliant manner.

Qualifications

In accordance with 935 CMR 501.030, a candidate for employment as a MTC 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.

Native Sun Braintree will also ensure that its employees are suitable for registration consistent with the provisions of 935 CMR 501.802. In the event that Native Sun Braintree discovers any of its agents are not suitable for registration as a MTC agent, the agent's employment will be terminated, and Native Sun Braintree will notify the Commission within one (1) business day that the agent is no longer associated with the MTC.

Training

As required by 935 CMR 501.105(2), and prior to performing job functions, each of Native Sun Braintree'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 Training Program and eight (8) hours of on-going training annually.

All of Native Sun Braintree's current Owners, managers, and employees that are involved in the handling and sale of marijuana at the time of licensure or renewal of licensure will have attended and successfully completed the mandatory Responsible Vendor Training Program operated by an education provider accredited by the Commission to provide the annual minimum of four (4) hours of required training to MTC agents to be designated a "Responsible Vendor". Once Native Sun Braintree is designated a "Responsible Vendor", all new employees involved in the handling and sale of marijuana will successfully complete a Responsible Vendor Training Program within 90 days of the date they are hired. After initial successful completion of a Response Vendor Training Program, each Owner, manager, and employee involved in the handling and sale of marijuana will successfully complete the program once every year thereafter to maintain designation as a "Responsible Vendor".

Native Sun Braintree 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 and for better understanding of the current regulations. Native Sun Braintree's records of Responsible Vendor Training Program compliance will be maintained for at least four (4) years and made available during normal business hours for inspection by the Commission and any other applicable licensing authority on request.

As part of the Responsible Vendor Training Program, Native Sun Braintree's agents will receive training on a variety of topics relevant to MTC operations, including but not limited to the following:

- 1. Marijuana's effect on the human body, including:
 - Scientifically based evidence on the physical and mental health effects based on the type of Marijuana Product;
 - The amount of time to feel impairment;
 - Visible signs of impairment; and
 - Recognizing signs of impairment
- 2. Diversion prevention and prevention of sales to minors, including best practices;
- 3. Compliance with all tracking requirements;
- 4. Acceptable forms of identification, including:
 - How to check identification;
 - Spotting false identification;
 - Patient registration cards formerly and validly issued by the DPH or currently and validly issued by the Commission; and
 - Common mistakes made in verification
- 5. Other key state laws and rules affecting Owners, managers, and employees, including:
 - Local and state licensing and enforcement;
 - Incident and notification requirements;
 - Administrative and criminal liability;
 - License sanctions;
 - Waste disposal;
 - Health and safety standards;
 - Patrons prohibited from bringing marijuana onto licensed premises;
 - Permitted hours of sale;
 - Conduct of establishment;
 - Permitting inspections by state and local licensing and enforcement authorities;
 - Licensee responsibilities for activities occurring within licensed premises;
 - Maintenance of records;
 - Privacy issues; and
 - Prohibited purchases and practices.

Quality Control

Native Sun Braintree will comply with the following sanitary requirements:

- 1. Any Native Sun Braintree 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 590.000, and with the requirements for food handlers specified in 105 CMR 300.000.
- 2. Any Native Sun Braintree 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. Native Sun Braintree'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 Native Sun Braintree'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. Native Sun Braintree's facility will have sufficient space for placement of equipment and storage of materials as is necessary for the maintenance of sanitary operations;
- 5. Native Sun Braintree 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 501.105(12);
- 6. Native Sun Braintree's floors, walls, and ceilings will be constructed in such a manner that they may be adequately kept clean and in good repair;
- 7. Native Sun Braintree's facility will have adequate safety lighting in all processing and storage areas, as well as areas where equipment or utensils are cleaned;
- 8. Native Sun Braintree's buildings, fixtures, and other physical facilities will be maintained in a sanitary condition;
- 9. Native Sun Braintree 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. Toxic items will not be stored in an area containing products used in the cultivation of marijuana. Native Sun Braintree acknowledges and understands that the Commission may require Native Sun Braintree to demonstrate the intended and actual use of any toxic items found on Native Sun Braintree's premises;

- 11. Native Sun Braintree will ensure that its water supply is sufficient for necessary operations, and that any private water source will be capable of providing a safe, potable, and adequate supply of water to meet Native Sun Braintree's needs;
- 12. Native Sun Braintree'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 MTC. Plumbing will properly convey sewage and liquid disposable waste from the MTC. There will be no cross-connections between the potable and wastewater lines;
- 13. Native Sun Braintree will provide its employees with adequate, readily accessible toilet facilities that are maintained in a sanitary condition and in good repair;
- 14. Native Sun Braintree 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. Native Sun Braintree 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.

Native Sun Braintree'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).

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

Native Sun Braintree will follow established policies and procedures for handling voluntary and mandatory recalls of marijuana products. Such procedures are sufficient to deal with recalls due to any action initiated at the request or order of the Commission, and any voluntary action by Native Sun Braintree 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 501.105(12), and any such waste will be stored, secured, and managed in accordance with applicable state and local statutes, ordinances, and regulations.

Native Sun Braintree will process marijuana in a safe and sanitary manner. Native Sun Braintree 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, and any marijuana product that is made to resemble a typical food or beverage product will be packaged and labeled as required by 935 CMR 501.105(5) and 501.105(6).

When selling or otherwise transferring marijuana to another MTC, Native Sun Braintree will provide documentation of its compliance with the testing requirements of 935 CMR 501.160 and standards established by the Commission for the conditions, including time and temperature controls, necessary to protect marijuana products against physical, chemical, and microbial contamination as well as against deterioration of finished products during storage and transportation.

Testing

Native Sun Braintree 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 501.000. No marijuana product will be sold or otherwise marketed for medical use that has not first been tested by an Independent Testing Laboratory and deemed to comply with the standards required under 935 CMR 501.160.

Any Independent Testing Laboratory relied upon by Native Sun Braintree for testing will be licensed or registered by the Commission and (i) currently and validly licensed under 935 CMR 501.100 (ii) accredited to ISO/IEC 17025:2017 General requirements for the competence of testing and calibration laboratories, or the most current International Organization for Standardization 17025 by a third-party accrediting body that is a signatory to the International Laboratory Accreditation Cooperation mutual recognition arrangement or that is otherwise approved by the Commission; (iii) independent financially from any Medical Marijuana Treatment Center, Marijuana Establishment or Licensee; and (iv) qualified to test marijuana and marijuana products, including marijuana-infused products, in compliance with M.G.L. c. 94C, § 34; M.G.L c. 94G, § 15; 935 CMR 501.000: *Medical Use of Marijuana*; and Commission protocol(s).

Testing of Native Sun Braintree's marijuana products will be performed by an Independent Testing Laboratory in compliance with a protocol(s) established in accordance with M.G.L. c. 94G, § 15 and in a form and manner determined by the Commission, including but not limited to, the *Protocol for Sampling and Analysis of Finished Medical Marijuana Products and Marijuana-infused Products*. Testing of Native Sun Braintree'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 Commission.

Native Sun Braintree's marijuana will be tested for the cannabinoid profile and for contaminants as specified by the Commission including, but not limited to, mold, mildew, heavy metals, plant-growth regulators, and the presence of pesticides. Native Sun Braintree acknowledges and understands that the Commission may require additional testing.

Native Sun Braintree's policy of responding to laboratory results that indicate contaminant levels are above acceptable limits established in the protocols identified in 935 CMR 501.160 will

include notifying the Commission (i) within 72 hours of any laboratory testing results indicating that the contamination cannot be remediated and disposing of the production batch and (ii) of any information regarding contamination as specified by the Commission immediately upon request by the Commission. Such notification will be from both Native Sun Braintree and the Independent Testing Laboratory, separately and directly, and will describe a proposed plan of action for both the destruction of the contaminated product and the assessment of the source of contamination.

Native Sun Braintree will maintain testing results in compliance with 935 CMR 501.000 *et seq* and the record keeping policies described herein and will maintain the results of all testing for no less than one year. Native Sun Braintree acknowledges and understands that testing results will be valid for a period of one year, and that marijuana or marijuana products with testing dates in excess of one year will be deemed expired and may not be dispensed, sold, transferred or otherwise conveyed until retested.

All transportation of marijuana to and from Independent Testing Laboratories providing marijuana testing services will comply with 935 CMR 501.105(13). All storage of Native Sun Braintree's marijuana at a laboratory providing marijuana testing services will comply with 935 CMR 501.105(11). All excess marijuana will be disposed of in compliance with 935 CMR 501.105(12), either by the Independent Testing Laboratory returning excess marijuana to Native Sun Braintree for disposal or by the Independent Testing Laboratory disposing of it directly. Any marijuana or marijuana products submitted for retesting prior to remediation will be submitted to an Independent Testing Laboratory which provided the initial failed result. Marijuana submitted for retesting after documented remediation may be submitted to the same Independent Testing Laboratory that produced the initial failed testing result prior to remediation.

Verified Financial Hardship Plan

Overview

Native Sun Braintree is committed to assisting registered, qualifying patients that have verified financial hardship with obtaining access to medical marijuana and marijuana products needed to treat the symptoms of their debilitating medical conditions.

To support such patients, and in accordance with 935 CMR 501.050(1)(h), Native Sun Braintree has created the following Plan to Provide Marijuana to Patients with Verified Financial Hardship (the "<u>Plan</u>").

<u>Goal</u>

In order to increase patient access to medical marijuana and marijuana products, Native Sun Braintree will offer 10% off all marijuana products for those who qualify. Discount on all orders of marijuana, marijuana products, and marijuana accessories used for consumption for all registered, qualifying patients with verified financial hardship.

Program 199

Native Sun Braintree has developed a detailed program to effectuate its stated goal of providing reduced cost marijuana, marijuana products and marijuana accessories to all registered, qualifying patients with a documented verified financial hardship.

As defined in 935 CMR 501.002, an individual with a verified financial hardship includes: (1) a recipient of MassHealth; (2) a recipient of Supplemental Security Income; or (3) an individual with an income that does not exceed 300% of the Federal Poverty Level, adjusted for family size.

Any registered, qualifying patient that meets the Commission's definition of an individual with a "verified financial hardship" and provides sufficient supporting documentation will be eligible for the discount, which will be applied at the point of sale.

Native Sun Braintree will provide registered, qualifying patients with a Verified Financial Hardship Affidavit Form to determine whether the patient has a verified financial hardship. The Verified Financial Hardship Affidavit Form will request that patients provide proof of a verified financial hardship by submitting a copy of one or more of the following documents:

- 1. Valid MassHealth card issued by the Commonwealth of Massachusetts;
- 2. Supplemental Security Income benefit verification letter; or
- 3. State or Federal tax return from the current year or previous year, including all attachments, to determine if income exceeds 300% of the Federal Poverty Level.

An alternate price list for marijuana, marijuana products, and marijuana accessories that reflects the reduced prices available for patients with verified financial hardship will be made available to patients inside Native Sun Braintree's retail dispensary and on Native Sun Braintree's website.

A copy of this Plan and the Verified Financial Hardship Affidavit Form will also be made available inside the retail dispensary and on Native Sun Braintree's website.

Verified Financial Hardship Plan

Measurements

The General Manager will administer the Financial Hardship Plan and will be responsible for developing measurable outcomes to ensure Native Sun Braintree continues to meet its commitments. Such measurable outcomes, in accordance with Native Sun Braintree's goals and programs described above, include:

- 1. Documenting the registered qualifying patients that submit a Verified Financial Hardship Affidavit Form and the type of supporting documentation;
- 2. Documenting the registered qualifying patients with verified financial hardships that qualify for the discount; and
- 3. Documenting the amount of each discount provided to patients with verified financial hardships.

Beginning upon Native Sun Braintree's receipt of notice from the Commission to commence retail medical marijuana operations, Native Sun Braintree will utilize the proposed measurements to assess its Plan. The General Manager will review and evaluate Native Sun Braintree's measurable outcomes no less than twice per year to ensure that Native Sun Braintree is meeting its commitments and will update the Plan based on feedback from registered patients and the Cannabis Control Commission, as applicable.

Recordkeeping Procedures

General Overview

Native Sun Braintree 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 Native Sun Braintree documents. Records will be stored at Native Sun Braintree in a locked room designated for record retention. All written records will be available for inspection by the Commission upon request.

Recordkeeping

To ensure that Native Sun Braintree 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 Native Sun Braintree's quarter-end closing procedures. In addition, Native Sun Braintree'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.

• <u>Corporate Records</u>

Corporate Records are defined as those records that require, at a minimum, annual reviews, updates, and renewals, including:

- Insurance Coverage:
 - Directors & Officers Policy
 - Product Liability Policy
 - General Liability Policy
 - Umbrella Policy
 - Workers Compensation Policy
 - Employer Professional Liability Policy
- Third-Party Laboratory Contracts
- Commission Requirements:
 - Annual Agent Registrations
 - Annual MTC Registration
- Local Compliance:
 - Certificate of Occupancy
 - Special Permits
 - Variances
 - Site Plan Approvals
 - As-Built Drawings
- Corporate Governance:
 - Annual Report
 - Secretary of Commonwealth Filings
- Business Records

Business Records 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 employee, or stipend, executive compensation, bonus, benefit, or item of value paid to any persons having direct or indirect control over Native Sun Braintree.
- <u>Personnel Records</u>

At a minimum, Personnel Records 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 MTC agent. Such records will be maintained for at least twelve (12) months after termination of the agent's affiliation with Native Sun Braintree and will include, at a minimum, the following:
 - All materials submitted to the Commission pursuant to 935 CMR 501.030(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 501.030: Registration of MTC Agents 803 CMR 2.00: Criminal Offender Record Information (CORI).
- <u>Testing of Marijuana Records</u>
 - Native Sun Braintree 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.
- <u>Seed-to-Sale Tracking Records</u>
 - Native Sun Braintree will use METRC as the seed-to-sale tracking software to maintain real-time inventory. The seed-to-sale tracking software inventory reporting will meet the requirements specified by the Commission and 935 CMR 501.105(8)(b), 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.

- Sales Records
 - Native Sun Braintree will maintain records that it has performed a monthly analysis of its equipment and sales data to determine that no software has been installed that could be utilized to manipulate or alter sales data and that no other methodology has been employed to manipulate the sales data and produce such records on request to the Commission.
- Incident Reporting Records
 - Within ten (10) calendar days, Native Sun Braintree will provide notice to the Commission of any incident described in 935 CMR 501.110(9)(a), by submitting an incident report in the form and manner determined by the Commission which details the circumstances of the event, any corrective action taken, and confirmation that the appropriate law enforcement authorities were notified within twenty-four (24) hours of discovering the breach or incident.
 - All documentation related to an incident that is reportable pursuant to 935 CMR 501.110(9)(a) will be maintained by Native Sun Braintree for no less than one year or the duration of an open investigation, whichever is longer, and made available to the Commission and law enforcement authorities within Native Sun Braintree's jurisdiction on request.
- <u>Visitor Records</u>
 - A visitor sign-in and sign-out log will be maintained at the admissions office. The log will include the visitor's name, organization or firm, date, time in and out, and the name of the authorized agent who will be escorting the visitor. Visitors to Native Sun Braintree will be given a visitors identification badge to wear during their time in the facility. Visitors' logs will be stored and shall be available for inspection by the Commission at all times.
- Waste Disposal Records
 - When marijuana or marijuana products are disposed of, Native Sun Braintree will create and maintain a written and electronic 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 Native Sun Braintree agents present during the disposal or other handling, with their signatures. Native Sun Braintree will keep disposal records for at least three (3) years. This period will automatically be extended for the duration of any enforcement action and may be extended by an order of the Commission.
- <u>Security Records</u>
 - A current list of authorized agents and service personnel that have access to the surveillance room will be available to the Commission upon request.
 - Recordings from all video cameras which will be enabled to record twenty-four (24) hours each day will be available for immediate viewing by the Commission on request for at least the preceding ninety (90) calendar days or the duration of a request to preserve the recordings for a specified period of time made by the Commission, whichever is longer.
 - Recordings will not be destroyed or altered and will be retained as long as necessary if Native Sun Braintree is aware of pending criminal, civil or administrative investigations or legal proceedings for which the recording may contain relevant information.

- <u>Transportation Records</u>
 - Native Sun Braintree will retain all transportation manifests for a minimum of one
 (1) year and make them available to the Commission upon request.
- <u>Vehicle Records (as applicable)</u>
 - Records indicate that any and all of Native Sun Braintree's vehicles are properly registered, inspected, and insured in the Commonwealth and will be made available to the Commission on request.
- <u>Agent Training Records</u>
 - 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).
- <u>Closure</u>
 - In the event Native Sun Braintree closes, all records will be kept for at least two (2) years at Native Sun Braintree's expense in a form (electronic, hard copies, etc.) and location acceptable to the Commission. In addition, Native Sun Braintree will communicate with the Commission during the closure process and accommodate any additional requests the Commission or other agencies may have.
- <u>Written Operating Policies and Procedures</u>

Policies and Procedures related to Native Sun Braintree'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 501.110;
- Employee security policies, including personal safety and crime prevention techniques;
- A description of Native Sun Braintree's hours of operation and after-hours contact information, which will be provided to the Commission, made available to law enforcement officials upon request, and updated pursuant to 935 CMR 501.000.
- Storage of marijuana in compliance with 935 CMR 501.105(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 sold;
- Price list for Marijuana and Marijuana Products, and alternate price lists for patients with documented Verified Financial Hardship as defined in 501.002: *Definitions*, as required by 935 CMR 501.100(1)(f);
- Procedures to ensure accurate recordkeeping, including inventory protocols in compliance with 935 CMR 501.105(8) and (9);
- Plans for quality control, including product testing for contaminants in compliance with 935 CMR 501.160;
- A staffing plan and staffing records in compliance with 935 CMR 501.105(9)(d);
- 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:

Recordkeeping Procedures

- Diverted marijuana, which will be reported to Law Enforcement Authorities and to the Commission;
- Engaged in unsafe practices with regard to Native Sun Braintree operations, which will be reported to the Commission; or
- Been convicted or entered a guilty plea, plea of *nolo contendere*, or admission to sufficient facts of a felony drug offense involving distribution to a minor in the Commonwealth, or a like violation of the laws of another state, the United States or a foreign jurisdiction, or a military, territorial, or Native American tribal authority.
- A list of all board of directors, members, and executives of Native Sun Braintree, and members, if any, of the licensee must be made available upon request by any individual. This requirement may be fulfilled by placing this information on Native Sun Braintree's website.
- Policies and procedures for the handling of cash on Native Sun Braintree premises including but not limited to storage, collection frequency and transport to financial institution(s), to be available upon inspection.
- Policies and procedures to prevent the diversion of marijuana.
- 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.
- Policies and procedures to promote workplace safety consistent with applicable standards set by the Occupational Safety and Health Administration, including plans to identify and address any biological, chemical or physical hazards. Such policies and procedures will include, at a minimum, a hazard communication plan, personal protective equipment assessment, a fire protection plan, and an emergency action plan.
- License Renewal Records
 - Native Sun Braintree will keep and submit as a component of the renewal application documentation that the MTC requested from its Host Community the records of any cost to a city or town reasonably related to the operation of the MTC, which would include the city's or town's anticipated and actual expenses resulting from the operation of the MTC in its community. Native Sun Braintree will provide a copy of the electronic or written request, which should include the date of the request, and either the substantive response(s) received or an attestation that no response was received from the city or town. The request should state that, in accordance with M.G.L. c. 94G, § 3(d), any cost to a city or

Recordkeeping Procedures

town imposed by the operation of a Marijuana Establishment or MTC will be documented and considered a public record as defined by M.G.L. c. 4, § 7, cl. 26.

Record-Retention

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

<u>Summary</u>

Native Sun Braintree operating policies and procedures ensure financial records are accurate and maintained in compliance with the Commission's Medical Use of Marijuana regulations, 935 CMR 501.000. Financial records maintenance measures include policies and procedures requiring that:

- Confidential information will be maintained in a secure location, kept separate from all other records, and will not be disclosed without the written consent of the individual to whom the information applies, or as required under law or pursuant to an order from a court of competent jurisdiction; provided however, the Commission may access this information to carry out its official duties.
- All recordkeeping requirements under 935 CMR 501.105(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, or stipend, executive compensation, bonus, benefit, or item of value paid to any persons having direct or indirect control over Native Sun Braintree.
- All sales recording requirements under 935 CMR 501.140 are followed, including:
 - Utilizing a point-of-sale (POS) system approved by the Commission, in consultation with the DOR, and a sales recording module approved by DOR;
 - Prohibiting the use of software or other methods to manipulate or alter sales data;
 - Conducting a monthly analysis of its equipment and sales date, and maintaining records, available to the Commission upon request, that the monthly analysis has been performed;
 - If Native Sun Braintree determines that software has been installed for the purpose of manipulation or alteration of sales data or other methods have been utilized to manipulate or alter sales data: 1. it will immediately disclose the information to the Commission; 2. it will cooperate with the Commission in any investigation regarding manipulation or alteration of sales data; and 3. take such other action directed by the Commission to comply with 935 CMR 501.105.
 - Complying with 830 CMR 62C.25.1: *Record Retention* and DOR Directive 16-1 regarding recordkeeping requirements;
 - Adopting separate accounting practices at the point-of-sale for marijuana and marijuana product sales, and non-marijuana sales;
- Maintaining such records that would allow for the Commission and the DOR to audit and examine the point-of-sale system used in order to ensure compliance with Massachusetts tax laws and 935 CMR 501.000Additional written business records will be kept, including, but not limited to, records of:

Maintaining Financial Records

- Compliance with liability insurance coverage or maintenance of escrow requirements under 935 CMR 501.105(10) and all bond or escrow requirements under 935 CMR 501.105(16);
- Fees paid under 935 CMR 501.005 or any other section of the Commission's regulations; and
- Fines or penalties, if any, paid under 935 CMR 501.360 or any other section of the Commission's regulations.
- <u>License Renewal Records</u>
 - Native Sun Braintree will keep and submit as a component of the renewal application documentation that the MTC requested from its Host Community the records of any cost to a city or town reasonably related to the operation of the MTC, which would include the city's or town's anticipated and actual expenses resulting from the operation of the MTC in its community. Native Sun Braintree will provide a copy of the electronic or written request, which should include the date of the request, and either the substantive response(s) received or an attestation that no response was received from the city or town. The request should state that, in accordance with M.G.L. c. 94G, § 3(d), any cost to a city or town imposed by the operation of a Marijuana Establishment or MTC will be documented and considered a public record as defined by M.G.L. c. 4, § 7, cl. 26.

Diversity Plan

Statement of Purpose

Native Sun Braintree, LLC. is dedicated to promoting equity in its operations for diverse and underrepresented populations, which the Commission has identified as the following:

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

Native Sun Braintree believes in creating and sustaining a robust policy of inclusivity in its own business as well as in the Marijuana industry as a whole. As such, Native Sun Braintree has developed a diversity plan to promote equity among minorities, women, veterans, people with disabilities, and people of all gender identities and sexual orientation.

<u>Goals</u>

The goal of Native Sun Braintree's diversity plan is to establish and maintain an inclusive and diverse workforce at all levels of the company and promote equity in the Marijuana Industry as a whole (specifically among the above-mentioned demographics)

- 1. To hire at least:
 - a. 30% of women as a percentage of all employees
 - b. 10% minorities as percentage of all employees
 - c. 10% Veterans as percentage of all employees
 - d. 10% people with disabilities as percentage of all employees
 - e. 10% people identifying as LGBTQIA+ as percentage of all employees
- 2. Offering Native Sun Braintree employees at least 1 annual training session that will provide the tools needed to grow within the company and provide assistance to individuals falling into the above-listed demographics to achieve their goal of succeeding in the marijuana industry

Programs

Native Sun Braintree plans to achieve its above state goals by:

- 1. Holding annual job fairs that will encourage women, minority, veterans, disabled persons and persons identifying as LGBTQIA+ to attend and ask questions, We will reach out by promoting the job fair and that we are looking for applicants who are included in the above mentioned demographics on our own website, recruitment websites (Indeed.com) and on our social media presence such as Instagram, Facebook, LinkedIn, Leafly and other appropriate sites
- 2. Post ads for hiring needs in diverse publications such as web-based recruitment platforms i.e. indeed.com
- 3. Institute a "blind hiring" policy in which the personal information of the candidate is not included to prevent the hiring manager from leading to unconscious (or conscious) bias about the candidate.
- 4. Implement a Non-Discrimination, Harassment and Retaliation Policies that are outlined in Native Sun's Employee Handbook that all hired staff must read and acknowledge during onboarding
- 5. Distributing semi-annual (or more frequently if the need for staffing should occur sooner) internal workplace newsletters that encourage current employees of Native Sun Braintree to recommend individuals falling into the above-listed demographics for employment opportunities;
 - a. Content will include updates on progress to Native Sun Braintree's equity goals, featured equity-related stories from within Native Sun and across the industry, and resources to aid qualified equity applicants to apply for open positions at all levels of the organization.
- 6. Creating a promotion process that employs equity principles for current employees;
 - a. For example, Native Sun Braintree will use a bias-free performance management process,

Diversity Plan

and implement the "Rooney Rule" whereby Native Sun Braintree will consider at least one woman and one underrepresented minority for every manager position that needs to be filled.

- 7. Providing annual trainings or mentorship programs for individuals falling into the above-listed demographics to promote their growth in the marijuana industry
 - a. Native Sun Braintree will conduct annual training sessions at a suitable venue in the City of Braintree, exact address TBD.
 - b. The subject matter will include:
 - i. the safe handling, processing and management of cannabis and cannabis related process in a seed to sale fashion;
 - ii. POS competency;
 - iii. Cash handling practices;
 - iv. Security protocols; and
 - v. other relevant subjects
 - c. Participants will be encouraged to enter into Native Sun's mentorship program which will link industry veterans employed by Native Sun with individuals desiring to progress their career within the industry

Measurements

Native Sun Braintree plans to measure the success of its diversity plan on an annual basis and will implement a program that establishes a baseline for, and tracks the following data pertaining to its workforce, management, and executive positions in comparison to the industry and local demographics:

- 1. Native Sun Braintree will record the number of persons who attend each annual job fair, and note the percentage of attendants from the above-referenced demographic groups at the job fair to observe if the outreach was effective for finding diverse candidates
- 2. Annual Measurements of Employment Diversity to ensure staffing goals have been met:
 - a. The number of individuals from the above-referenced demographic groups who were hired and retained after the issuance of a license and percentage of employees who fall under each of the above-listed demographics;
 - b. The number of promotions for people falling into the above-listed demographics since initial licensure;
- 3. Measuring the number of individuals falling into the above-listed demographics who are included in annual training and/or mentorship programs that will be implemented to promote our employees growth in the marijuana industry
- 4. Native Sun Braintree's General Manager will distribute the semi-annual internal workplace newsletters and take account for the number of recommended persons who were interviewed and hired falling into the above-listed demographics to ensure the effectiveness of the newsletter

Acknowledgements

- Native Sun Braintree will adhere to the requirements set forth in 935 CMR 501.105(4) which provides the permitted and prohibited advertising, branding, marketing, and sponsorship practices of every Marijuana Establishment.
- Any actions taken, or programs instituted, by Native Sun Braintree will not violate the Commission's regulations with respect to limitations on ownership or control or other applicable state laws.