



Massachusetts Cannabis Control Commission

Medical Marijuana Treatment Center

General Information:

License Number: RMD4128
Original Issued Date: 08/20/2024
Issued Date: 08/20/2024
Expiration Date: 08/20/2025

ABOUT THE MEDICAL MARIJUANA TREATMENT CENTER

Business Legal Name: Native Sun Wellness, Inc.

Phone Number: 978-212-5723 Email Address: info@nativesunwellness.com

Business Address 1: 37 Coolidge Street

Business Address 2:

Business City: Hudson

Business State: MA

Business Zip Code: 01749

Mailing Address 1: 77 Rumford Avenue

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 DBE

PERSONS HAVING DIRECT OR INDIRECT CONTROL

Person with Direct or Indirect Authority 1

Percentage Of Ownership: 43 Percentage Of Control: 33

Role: Owner

Other Role:

First Name: Timothy

Last Name: Caraboolad

Suffix:

Gender: Male

User Defined Gender:

What is this person's race or ethnicity?: Decline to Answer

Specify Race or Ethnicity:

Person with Direct or Indirect Authority 2

Percentage Of Ownership: 46 Percentage Of Control: 33

Role: Board Director

Other Role:

First Name: Geoffrey

Last Name: Caraboolad

Suffix:

Gender: Male

User Defined Gender:

What is this person's race or ethnicity?: Decline to Answer

Specify Race or Ethnicity:

Person with Direct or Indirect Authority 3

Percentage Of Ownership: 11 Percentage Of Control: 33

Role: Director

Other Role:

First Name: Geoffrey	Last Name: Bernstein	Suffix:
Gender: Male	User Defined Gender:	
What is this person's race or ethnicity?: Decline to Answer		
Specify Race or Ethnicity:		

ENTITIES HAVING DIRECT OR INDIRECT CONTROL

Entity with Direct or Indirect Authority 1

Percentage of Control: 100	Percentage of Ownership: 100		
Entity Legal Name: Native Sun Holdings, LLC	Entity DBA:	DBA City:	
Entity Description: Massachusetts Limited Liability Company			
Foreign Subsidiary Narrative:			
Entity Phone: 978-201-5906	Entity Email: info@nativesunwellness.com	Entity Website:	
Entity Address 1: 77 Rumford Avenue	Entity Address 2: Suite 7		
Entity City: Waltham	Entity State: MA	Entity Zip Code: 02453	Entity Country: USA
Entity Mailing Address 1: 77 Rumford Avenue	Entity Mailing Address 2: Suite 7		
Entity Mailing City: Waltham	Entity Mailing State: MA	Entity Mailing Zip Code: 02453	Entity Mailing Country: USA
Relationship Description: Native Sun Holdings, LLC is the Sole Shareholder of Native Sun Wellness, Inc. that exercises authority of a shareholder pursuant to M.G.L. Ch. 156D.			

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 Wellness, Inc.	Entity DBA: Native Sun		
Email: info@nativesunwellness.com	Phone: 978-212-5723		
Address 1: 77 Rumford Avenue	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: \$155000	Percentage of Initial Capital: 80
Capital Attestation: Yes			

Entity Contributing Capital 2

Entity Legal Name: Native Sun Holdings, LLC	Entity DBA:		
Email: info@nativesunwellness.com	Phone: 978-201-5906		
Address 1: 77 Rumford Avenue	Address 2:		
City: Waltham	State: MA	Zip Code: 02453	Country: United States
Types of Capital: Monetary/Equity	Other Type of Capital:	Total Value of Capital Provided: \$30000	Percentage of Initial Capital: 16
Capital Attestation: Yes			

Entity Contributing Capital 3

Entity Legal Name: 140 Industrial Road, LLC	Entity DBA:
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Marijuana Establishment Name: 140 Industrial Road, LLC d/b/a Native Sun	Business Type: Marijuana Product Manufacture
Marijuana Establishment City: Fitchburg	Marijuana Establishment State: MA

Individual 7

First Name: Geoffrey	Last Name: Caraboolad	Suffix:
Marijuana Establishment Name: Native Sun Wellness, Inc d/b/a Native Sun	Business Type: Marijuana Retailer	
Marijuana Establishment City: Hudson	Marijuana Establishment State: MA	

Individual 8

First Name: Geoffrey	Last Name: Caraboolad	Suffix:
Marijuana Establishment Name: Holland Brands NA, LLC dba Native Sun	Business Type: Marijuana Retailer	
Marijuana Establishment City: North Attleboro	Marijuana Establishment State: MA	

Individual 9

First Name: Geoffrey	Last Name: Caraboolad	Suffix:
Marijuana Establishment Name: Holland Brands SB, LLC d/b/a Native Sun	Business Type: Marijuana Retailer	
Marijuana Establishment City: Boston	Marijuana Establishment State: MA	

Individual 10

First Name: Geoffrey	Last Name: Caraboolad	Suffix:
Marijuana Establishment Name: 140 Industrial Road, LLC d/b/a Native Sun	Business Type: Marijuana Cultivator	
Marijuana Establishment City: Fitchburg	Marijuana Establishment State: MA	

Individual 11

First Name: Geoffrey	Last Name: Caraboolad	Suffix:
Marijuana Establishment Name: 140 Industrial Road, LLC d/b/a Native Sun	Business Type: Marijuana Product Manufacture	
Marijuana Establishment City: Fitchburg	Marijuana Establishment State: MA	

Individual 12

First Name: Geoffrey	Last Name: Bernstein	Suffix:
Marijuana Establishment Name: Native Sun Wellness, Inc d/b/a Native Sun	Business Type: Marijuana Retailer	
Marijuana Establishment City: Hudson	Marijuana Establishment State: MA	

Individual 13

First Name: Geoffrey	Last Name: Bernstein	Suffix:
Marijuana Establishment Name: Holland Brands NA, LLC dba Native Sun	Business Type: Marijuana Retailer	
Marijuana Establishment City: North Attleboro	Marijuana Establishment State: MA	

Individual 14

First Name: Geoffrey	Last Name: Bernstein	Suffix:
Marijuana Establishment Name: Native Sun Braintree, LLC	Business Type: Other	
Marijuana Establishment City: Braintree	Marijuana Establishment State: MA	

Individual 15

First Name: Geoffrey	Last Name: Bernstein	Suffix:
Marijuana Establishment Name: 140 Industrial Road, LLC d/b/a Native Sun	Business Type: Marijuana Cultivator	
Marijuana Establishment City: Fitchburg	Marijuana Establishment State: MA	

Individual 16

First Name: Geoffrey

Last Name: Bernstein

Suffix:

Marijuana Establishment Name: 140 Industrial Road, LLC d/b/a Native Sun

Business Type: Marijuana Product Manufacture

Marijuana Establishment City: Fitchburg

Marijuana Establishment State: MA

PROPERTY DETAILS

Cultivation Address 1: 140 Industrial Road

Cultivation Address 2:

Cultivation City: Fitchburg

Cultivation Zip Code: 01420

Approximate square footage of the Cultivation: 70000

How many abutters does this Cultivation property have?:
6

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

Cultivation Tier: Tier 05: 30,001 to 40,000 sq. ft

Cultivation Environment: Indoor

MARIJUANA PRODUCTION PROPERTY DETAILS

Production Address 1: 140 Industrial Road

Production Address 2:

Production City: Fitchburg

Production Zip Code: 01420

Approximate square footage of the Production: 70000

How many abutters this production property have?: 6

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

MARIJUANA DISPENSING PROPERTY DETAILS

Retail Address 1: 37 Coolidge Street

Retail Address 2:

Retail City: Hudson

Retail Zip code: 01749

Approximate square footage of the Retail: 4620

How many abutters this Retail property have?:
10

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

HOST COMMUNITY INFORMATION

Host Community Documentation:

Document Category	Document Name	Type	ID	Upload Date
Certification of Host Community Agreement	Native Sun _ Hudson HCA Certification Form_Executed 06.26.2023.pdf	pdf	64d66dece317fe0008ffbf6d	08/11/2023
Certification of Host Community Agreement	Fitchburg x NSW HCA Certification Form.pdf	pdf	64d66dfee317fe0008ffbf9c	08/11/2023
Plan to Remain Compliant with Local Zoning	10.25.2023 Plan to Remain Compliant with Local Zoning - 140 Industrial.docx.pdf	pdf	6595995efa86d00008c8a24d	01/03/2024
Plan to Remain Compliant with Local Zoning	Plan to remain compliant Hudson.docx.pdf	pdf	65959d42fa86d00008c8ade4	01/03/2024
Community Outreach Meeting Documentation	Fitchburg - Community Outreach Meeting 06.21.2023.pdf	pdf	659707850f1a250008a86473	01/04/2024
Community Outreach Meeting Documentation	NSW_COM Attestation_Hudson_Redacted.pdf	pdf	659707b20f1a250008a8648d	01/04/2024
Community Outreach Meeting Documentation	Native Sun Wellness, Inc. Waiver Request Signed (Outreach Meeting Extension).pdf.pdf	pdf	65ce68704e4a6100071f22cd	02/15/2024
Community Outreach Meeting Documentation	2024.02.13 Final Notice Waiver Determination Native.pdf	pdf	65ce687ff8aae300097cdfca	02/15/2024

POSITIVE IMPACT PLAN

Positive Impact Plan:

Document Category	Document Name	Type	ID	Upload Date
Plan for Positive Impact	NSW MTC Plan to Positively Impact Areas of Disproportionate Impact.docx.pdf	pdf	659583f7fa86d00008c86f37	01/03/2024
Other	MOC x NSW Support Letter 10.2023.pdf	pdf	659586cdfa86d00008c872b9	01/03/2024

INDIVIDUAL BACKGROUND INFORMATION

Individual Background Information 1

Role: Owner / Partner

Other Role:

First Name: Timothy

Last Name: Caraboolad

Individual Background Information 2

Role: Director

Other Role:

First Name: Geoffrey

Last Name: Caraboolad

Individual Background Information 3

Role: Director

Other Role:

First Name: Geoffrey

Last Name: Bernstein

ENTITY BACKGROUND CHECK INFORMATION

Entity Background Check Information 1

Role: Parent Company

Other Role:

Entity Legal Name: Native Sun Holdings, LLC

Entity DBA:

Entity Description: Holding Company

Phone: 978-201-5906

Email: info@nativesunwellness.com

Primary Business Address 1: 77 Rumford Avenue

Primary Business Address 2: Suite 7

Primary Business City: Waltham

Primary Business State: MA

Principal Business Zip Code: 02453

Principal Business Country: USA

Additional Information: Native Sun Holdings, LLC is the Sole Shareholder of Native Sun Wellness, Inc. that exercises authority of a shareholder pursuant to M.G.L. Ch. 156D

MASSACHUSETTS BUSINESS REGISTRATION

Required Business Documentation:

Document Category	Document Name	Type	ID	Upload Date
Bylaws	c. NSW - Native Sun Wellness, Inc. - Amended and Restated By-Laws.pdf	pdf	64d66fe222035f000802c300	08/11/2023
Bylaws	c. NSW - Native Sun Wellness Inc. - Amendment to Bylaws (May 2022 - Board Observer Rights) 4860-5062-4544.pdf	pdf	64d66fe7e317fe0008ffc3c7	08/11/2023
Department of Revenue - Certificate of Good standing	12.28.2023 NSW Certificate of Good Standing DOR.pdf	pdf	659424510f1a250008a53680	01/02/2024
Department of Unemployment Assistance - Certificate of Good Standing	Certificate of Compliance Hudson 12.28.23 (1).pdf	pdf	659427befa86d00008c708dd	01/02/2024

Secretary of Commonwealth - Certificate of Good Standing	01.02.2024 NSW Certificate of Good Standing SoC.pdf	pdf	65958b390f1a250008a6b952	01/03/2024
Articles of Organization	Articles of Organization NSW.pdf	pdf	65a6eb3dfa86d00008d54a1f	01/16/2024

No documents uploaded

Massachusetts Business Identification Number: 001334989

Doing-Business-As Name:

DBA Registration City:

BUSINESS PLAN

Business Plan Documentation:

Document Category	Document Name	Type	ID	Upload Date
Plan for Liability Insurance	NSW MTC Plan for Obtaining Liability Insurance.pdf	pdf	659613930f1a250008a79fb2	01/03/2024
Business Plan	NSW Business Plan (Medical) v_01.02.24.docx.pdf	pdf	65975392fa86d00008ca8ad1	01/04/2024
Proposed Timeline	NSW MTC Proposed Timeline.docx.pdf	pdf	659c15280f1a250008aad468	01/08/2024

OPERATING POLICIES AND PROCEDURES

Policies and Procedures Documentation:

Document Category	Document Name	Type	ID	Upload Date
Description of the types and forms of products manufactured	NSW Description of the Types and Forms of Products Manufactured.docx.pdf	pdf	658d9430fa86d00008c43338	12/28/2023
Inventory procedures	NSW MTC Inventory Procedures.docx.pdf	pdf	65942876fa86d00008c70d70	01/02/2024
Dispensing procedures	NSW MTC Cannabis Dispensing Procedures .docx.pdf	pdf	65942bec0f1a250008a54f76	01/02/2024
Energy compliance plan	NSW MTC Energy Compliance Plan .docx.pdf	pdf	65942cb30f1a250008a551b0	01/02/2024
Description of the types and forms of products manufactured	NSW MTC Description of the Types and Forms of Products Offered.docx.pdf	pdf	65942d63fa86d00008c718aa	01/02/2024
Maintaining of financial records	NSW MTC Maintaining Financial Records.docx.pdf	pdf	6594bd93fa86d00008c81153	01/02/2024
Method used to produce products	NSW MTC Methods to Produce Product.docx.pdf	pdf	6594bda0fa86d00008c8116a	01/02/2024
Personnel policies including background checks	NSW MTC Personnel Policies and Background Checks .docx.pdf	pdf	6594bff6fa86d00008c811bd	01/02/2024
Policies and Procedures for cultivating.	Policies and Procedures for Cultivation.docx.pdf	pdf	6594c08c0f1a250008a64720	01/02/2024
Prevention of diversion	NSW MTC Prevention of Diversion.docx.pdf	pdf	6594c2890f1a250008a6476a	01/02/2024
Quality control and testing	NSW MTC Quality Control & Testing.docx.pdf	pdf	6594c443fa86d00008c81295	01/02/2024
Record Keeping procedures	NSW MTC Recordkeeping Procedures.docx.pdf	pdf	6594c5510f1a250008a64805	01/02/2024
Diversity plan	NSW MTC Diversity Plan - CURRENT VERSION - Updated 01_03_2024.docx.pdf	pdf	659561150f1a250008a669f7	01/03/2024
Samples of unique identifying	NSW MTC Samples of Unique Identifying	pdf	659569eafa86d00008c83ce5	01/03/2024

marks used for branding	Mark .docx.pdf			
Security plan	NSW MTC Security Plan.docx.pdf	pdf	65957550fa86d00008c851f2	01/03/2024
Storage of marijuana	NSW MTC Stroage of Marijuana.docx.pdf	pdf	659575580f1a250008a68a12	01/03/2024
Reduced or Free Cost Program for Financial Hardship	NSW MTC Verified Financial Hardship Plan .docx.pdf	pdf	6596b8880f1a250008a7cb77	01/04/2024
Transportation of marijuana	NSW MTC Transportation of MJ.docx.pdf	pdf	6596c0bcfa86d00008c995a0	01/04/2024
Home Delivery Policies	NSW MTC Home Deliveries.pdf	pdf	65a6f196fa86d00008d55035	01/16/2024
Qualifications and training	NSW MTC Qualifications & Training.docx (1).pdf	pdf	65a809b07252ab0008763aa4	01/17/2024

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.: I 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.: I Agree

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

Notification:

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

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

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

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: Open 24 Hours	Monday To: Open 24 Hours
Tuesday From: Open 24 Hours	Tuesday To: Open 24 Hours
Wednesday From: Open 24 Hours	Wednesday To: Open 24 Hours
Thursday From: Open 24 Hours	Thursday To: Open 24 Hours
Friday From: Open 24 Hours	Friday To: Open 24 Hours
Saturday From: Open 24 Hours	Saturday To: Open 24 Hours
Sunday From: Open 24 Hours	Sunday To: Open 24 Hours

PRODUCTION HOURS OF OPERATION

Monday From: Open 24 Hours	Monday To: Open 24 Hours
Tuesday From: Open 24 Hours	Tuesday To: Open 24 Hours
Wednesday From: Open 24 Hours	Wednesday To: Open 24 Hours
Thursday From: Open 24 Hours	Thursday To: Open 24 Hours

Friday From: Open 24 Hours	Friday To: Open 24 Hours
Saturday From: Open 24 Hours	Saturday To: Open 24 Hours
Sunday From: Open 24 Hours	Sunday To: Open 24 Hours

DISPENSING HOURS OF OPERATION

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

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 Wellness, Inc.

2. Name of applicant’s authorized representative:

Tim Caraboolad

3. Signature of applicant’s authorized representative:

Tim Caraboolad

4. Name of municipality:

Town of Hudson

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

THOMAS GREGORY



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

Thomas Gregory

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).*):

tggregory@townofhudson.org

8. Host community agreement execution date:

June 26th, 2023



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 Wellness, Inc.

2. Name of applicant's authorized representative:

Timothy Caraboolad

3. Signature of applicant's authorized representative:



4. Name of municipality:

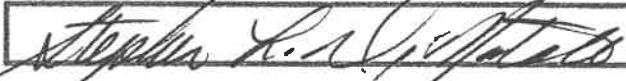
City of Fitchburg

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

Mayor Stephen L. DiNatale



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



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).*):

mayor@fitchburgma.gov

8. Host community agreement execution date:

May 18th, 2023

Plan to Remain Compliant with Local Zoning

140 Industrial, LLC (“140 Industrial”) will remain compliant at all times with the local zoning requirements set forth in the City of Fitchburg. The proposed Marijuana Cultivation and Manufacturing Establishment is located in the Industrial Zoning District.

140 Industrial Road has worked hard to establish a positive working relationship with the City of Fitchburg. 140 Industrial has gained all approvals necessary to operate a non-medical Marijuana Establishment Cultivation and Manufacturing Facility in the City of Fitchburg including the following:

Special Permits and Site Plan Reviews

On June 7, 2019 the City of Fitchburg Planning Board granted site plan approval for 140 Industrial “to operate a non-medical Marijuana establishment Cultivation and Manufacturing Facility.” 140 Industrial will comply with the various conditions set forth in that approval as well as the conditions of the special permit granted to 140 Industrial on Nov 9th, 2018 referenced therein.

Additionally, Condition 28 of the site plan approval states that such approval and special permit will require annual renewals to be filed with the city clerk for the local Special Permit Granting Authority (SPGA). Per section 29 of the site approval, 140 Industrial has and will continue, as needed, to petition the (SPGA) Planning Board to extend the date of such expiration for 12-24 months to allow sufficient time to complete the proposed project and obtain final approval to commence operations from the CCC and will continue thereafter to renew its local approvals, as required, on an annual basis. Once 140 Industrial is operational in Fitchburg, the Host Community Agreement payments suffice as a renewal in lieu of petitioned renewal.

140 Industrial has successfully renewed its special permit with the Fitchburg Planning Board (Special Permit Granting Authority) as of February 22nd, 2022 which extends the deadline to commence substantial use of the property as a Marijuana Cultivator and Product Manufacturer. To March 8th, 2023. This Special permit renewal has been granted requests such as transferring the special permit from Native Sun MFG to 140 Industrial Road, LLC, modifications to the site plans including a revised parking layout, adding impervious area and stormwater management measures, additional HVAC units and chillers next to the building, dumpster pads & enclosures, bollards and landscaping. A request to remove the Special Permit Condition #14, condition requiring installation of a perimeter security fence has also been permitted on the modified Special Permit #2018-17.

After final license was awarded to 140 Industrial Road, LLC on March 9th, 2023, as a condition to the Special Permit, the municipality was provided a copy of the final license, operating procedures, emergency procedures, policies and procedures for the transfer, acquisition, or sale of marijuana between marijuana establishments and waste disposal procedures and a list of

Plan to Remain Compliant with Local Zoning

management/key-holders that can be contacted to provide notice of operating problems associated with the establishment after hours to address urgent issues. These documents were provided to the Fitchburg Police Department, Fire Department, Health Department and Building Commission on March 10th, 2023.

140 Industrial Road, LLC appeared before the Fitchburg Planning Board on October 24th, 2023 to request a minor modification to Special Permit #2018-17 for the existing Marijuana Establishment to also operate as a cultivation and processing facility under MMTC license and vertically integrating four licenses for Native Sun Braintree LLC, Native Sun Wellness Inc., Holland Brands NA LLC and Holland Brands SB LLC, and explaining to the Board the complexity of vertical integration for Medical Marijuana and why all the entities listed are to be added to the special permit. The board unanimously voted to permit the modification to Special Permit #2018-17.

Building Permits

140 Industrial has been in ongoing communication with Unitel, the local utility provider, as well as Fitchburg Water Department in order to implement the necessary utility infrastructure prior to the completion of its final construction documents.

140 Industrial has been issued building permits for general improvements and repairs to the structure on August 4th, 2021. 140 Industrial has submitted an Architectural Review to the CCC on March 25th, 2022 and has been approved by the CCC on April 25th, 2022.

Local License Approvals

The City of Fitchburg does not require an additional “License” beyond the Planning Board (Special Permit Granting Authority) Special Use Permit identified in the municipal bylaws.

Certificate of Occupancy

140 Industrial Road, LLC was awarded its certificate of occupancy from the City of Fitchburg on December 1st, 2022.

Plan to Remain Compliant

Native Sun Wellness (“NSW”) has worked hard to establish a good working relationship with the Town of Hudson. NSW has gained all approvals necessary to operate an ME in the Town of Hudson, including the following:

Special Permits

On July 25th, 2019 the Town of Hudson Zoning Board of Appeals (Special Permit Granting Authority “SPGA”) approved NSW “to operate a retail marijuana establishment.” NSW will comply with the various conditions set forth in that approval. Additionally, NSW will petition and/or submit all required renewals in a timely fashion with the Town of Hudson Zoning Board (SPGA).

Per section 5.12.7 , the Petitioner shall file an annual report with, and appear before the Special Permit Granting Authority and the Board of Health, by no later than January 31st 2021 and every 12 months thereafter.

On January 13th, 2022 the Town of Hudson Zoning Board of Appeals (Special Permit Granting Authority “SPGA”) approved an amendment to the special permit for NSW to extend operating hours to 8am-10pm daily. The ZBA signed off on the decision and filed it with the Town Clerk as of January 26th, 2022. This approval was subject to a 21 day appeal; the appeal period ended on February 16th, 2022. After the end of the appeal period, NSW obtained a certificate of no appeal from the Hudson town clerk. The decision was filed with the Middlesex South Registry of Deeds and that decision was officially recorded. NSW extended the operating hours after completion of obtaining the Certificate of No Appeal from the town clerk and recorded the decision with the Middlesex South Registry of Deeds.

NSW is currently pursuing a special permit to operate a Medical Marijuana Treatment Center with the Town of Hudson Zoning Board of Appeals (Special Permit Granting Authority “SPGA”). NSW has been in regular communication with the Hudson Zoning Board of Appeals, who have requested that NSW provide documentation of provisional license with the Cannabis Control Commission in order to go appear the ZBA, as that is a pre-requisite for filing with the Board. Upon receipt of the Provisional License, NSW will make an appearance before the Hudson Zoning Board of Appeals to seek the Special Permit for a Medical Marijuana Dispensary, which operates under the Medical Marijuana by-laws in the Town of Hudson.

Site Plan Reviews

On February 19th, 2019 the Town of Hudson Planning Board voted in favor to “approve the Application for Site Plan Review.” NSW will comply with the various conditions set forth in that approval.

Building Permits

On February 25th, 2020 the Town of Hudson Building department issued NSW a Building Permit pursuant to the rules and regulations set forth. NSW will comply with the various conditions set forth in that approval.

Certificate of Occupancy

NSW received its Certificate of Occupancy on October 21, 2020. NSW will continue to provide Annual Reports to the Planning Board and Town Administrator along with fulfilling the covenants of the Host Community Agreement in order to remain compliant within the Host Community having Jurisdiction.

Plan to Remain Compliant

Local License Approvals

The Town of Hudson does not require an additional “License” beyond the Zoning Board of Appeals (Special Permit Granting Authority) Special Use Permit identified in the municipal bylaws.

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): 6/21/2023
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."

a. Date of publication:

6/6/23

b. Name of publication:

Sentinel and Enterprise

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:

6/13/23

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:

6/12/2023

7. The applicant presented information at the Community Outreach Meeting, which at a minimum included the following:
- The type(s) of ME or MTC to be located at the proposed address;
 - Information adequate to demonstrate that the location will be maintained securely;
 - Steps to be taken by the ME or MTC to prevent diversion to minors;
 - A plan by the ME or MTC to positively impact the community; and
 - 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 Wellness, Inc., 140 Industrial Road, LLC, Holland Brands NA, LLC, and
Native Sun Braintree LLC

Name of applicant's authorized representative:

Timothy Caraboolad

Signature of applicant's authorized representative:



https://us02web.zoom.us/rec/share/R7q-zlUOdG74RsMfab_qFT0pnmqtZMr-7AfR2VT_PIdNhFN8YxkUqUJAZ0rKLCTY.Zi2YC-g4fjsF4TTX
Passcode: rS#2reQN

There were 4 attendees.

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SentinelandEnterprise.com

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HOURS OF OPERATION: MON. - FRI. 8AM - 5PM

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CALL 866.896.4979

EMAIL classified@medaonene.com

LEGAL ADS legal@medaonene.com

The ad deadline is 4:00pm for publication the following day.
(Friday @ 4:00pm for publication Sunday or Monday).



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2221 LAND COURT NOTICE

COMMONWEALTH OF MASSACHUSETTS
LAND COURT
DEPARTMENT OF THE TRIAL COURT
Docket No. 23 3M 002229
ORDER OF NOTICE
TO: Keith Jones and to all persons entitled to the benefit of the Servicemembers Civil Relief Act, 50 U.S.C. C. 50 §3901 (et seq): Rocket Mortgage, LLC (Via Quicken Loans, LLC claiming to have an interest in a Mortgage covering real property in Fitchburg, numbered 54 Salem Street, given by Keith Jones to Mortgage Electronic Registration Systems, Inc., as Mortgagee, as Nominee for Quicken Loans, LLC, its successors and assigns, dated March 31, 2021, and recorded in Worcester County (Northern District) Registry of Deeds in Book 9531, Page 230, and now held by the Plaintiff by assignment, has/have filed with this court a complaint for determination of Defendant's/Defendants' Servicemembers status. If you now are, or recently have been, in the active military service of the United States of America, then you may be entitled to the benefits of the Servicemembers Civil Relief Act. If you object to a foreclosure of the above-mentioned property on that basis, then you or your attorney must file a written appearance and answer in this court at Three Pemberton Square, Boston, MA 02108 on or before 7/17/2023 or you may lose the opportunity to challenge the foreclosure on the ground of noncompliance with the Act.
Witness, GORDON H. PIPER Chief Justice of this Court on 5/02/2023
Attest: Deborah J. Patterson, Recorder
June 6, 2023
#NY0083544

PUBLIC NOTICE

Notice of Community Outreach Meeting
Notice is hereby given that Native Sun Wellness, Inc., 140 Industrial Road, LLC, Holland Brands MA, LLC, and Native Sun BrainTree LLC will hold a Virtual Community Outreach Meeting on June 21, 2023 at 6:30 PM to discuss the proposed siting of a Medical Marijuana Treatment Center at 140 Industrial Rd in Fitchburg. | Virtual meeting information is at the end of this notice. This Virtual Community Outreach Meeting will be held in accordance with the Massachusetts Cannabis Control Commission's Administrative Order Allowing Virtual Web-Based Community Outreach Meetings and the applicable requirements set forth in M.G.L. ch. 94G and 935 CMR 500.000 et seq. A copy of the meeting presentation will be made available at least 24 hours prior to the meeting by emailing crutenberg@vicentelp.com. | Interested members of the community will have the opportunity to ask questions and receive answers from company representatives about the proposed facility and operations. Questions can be submitted in advance by emailing crutenberg@vicentelp.com or asked during the meeting. | Join Zoom Meeting: https://us02web.zoom.us/j/88457848965 | Zoom Meeting Telephone Dial In: +1 846 351 3860; Meeting ID: 884 5784 8965 6/6/2023 #NY0083566

Subscribe Today!
978.459.1300

PUBLIC NOTICE

PUBLIC HEARING
NOTICE
Tuesday, June 13, 2023
In accordance with M.G.L. Ch.40A, §11, the Fitchburg Zoning Board of Appeals will conduct hearings starting at 6:00PM at the Legislative Building, 700 Main St., Fitchburg Massachusetts on the following matters:
7-40PM-Debra Lord-808 FISHER RD-Special Permit under §181 31.01 of the Fitchburg Zoning Ordinance to keep miniature goats on the property yard less than five acres of land located in the Rural Residential District Map S11 Block 29 Lot 0 May 30 June 6 #NY0083573

The Ashby Conservation Commission will issue a Determination of Applicability for a proposed front covered porch renovation at 26 nash rd Ashby, MA to Michael Rocha during their meeting on June 21st at the Ashby Town Hall.
June 6
#NY0083491

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Sentinel & Enterprise

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



How about a boat? Or maybe some furniture? Call to place a classified ad with one of our helpful representatives & sell your no-longer-wanted items FAST!

From: [Bridgette Nikisher](#)
To: jbilotta@fitchburgma.gov; emcniff@fitchburgma.gov
Cc: cityclerk@fitchburgma.gov
Subject: Notice of Public Meeting
Date: Tuesday, June 13, 2023 4:21:00 PM
Attachments: [Medical Marijuana Treatment Center Fitchburg - Notice of Community Outreach Meeting \(June 2023\).pdf](#)
[image001.png](#)

Hi,

I hope this email finds you well. Attached, please find a notice of public meeting. Should additional information be required, please don't hesitate to ask.

I would be appreciative if you are able to kindly confirm receipt.

Thank you!

Bridgette Nikisher
Strategic Affairs Specialist
she / her / hers

Cell: 914-483-8836
Office: 917-398-0685
B.Nikisher@VicenteLLP.com

Vicente.

1115 Broadway, Suite 1218
New York, NY 10010

Serving clients from [offices nationwide](#)

From: [Bridgette Nikisher](#)
To: CommDev@fitchburgma.gov
Subject: Notice of Public Meeting
Date: Tuesday, June 13, 2023 4:20:00 PM
Attachments: [Medical Marijuana Treatment Center Fitchburg - Notice of Community Outreach Meeting \(June 2023\).pdf](#)
[image001.png](#)

Hi,

I hope this email finds you well. Attached, please find a notice of public meeting. Should additional information be required, please don't hesitate to ask.

I would be appreciative if you are able to kindly confirm receipt.

Thank you!

Bridgette Nikisher
Strategic Affairs Specialist
she / her / hers

Cell: 914-483-8836
Office: 917-398-0685
B.Nikisher@VicenteLLP.com

Vicente.

1115 Broadway, Suite 1218
New York, NY 10010

Serving clients from [offices nationwide](#)

From: [Bridgette Nikisher](#)
To: mayor@fitchburgma.gov
Subject: Notice of Public Meeting
Date: Tuesday, June 13, 2023 4:21:00 PM
Attachments: [Medical Marijuana Treatment Center Fitchburg - Notice of Community Outreach Meeting \(June 2023\).pdf](#)
[image001.png](#)

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Thank you!

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B.Nikisher@VicenteLLP.com

Vicente.

1115 Broadway, Suite 1218
New York, NY 10010

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From: [Squailia, Samantha](#)
To: [Bridgette Nikisher](#)
Subject: Re: Notice of Public Meeting
Date: Wednesday, June 14, 2023 9:24:22 AM
Attachments: [image001.png](#)
[image001.png](#)

Received thank you

Sam Squailia

Fitchburg City Councilor-at-Large
225 Scott Rd, Fitchburg, MA 01420
ssquailia@fitchburgma.gov
[978-352-0310](tel:978-352-0310)

From: Bridgette Nikisher <b.nikisher@vicentellp.com>
Sent: Tuesday, June 13, 2023 4:20:18 PM
To: azarrella@fitchburgma.gov <azarrella@fitchburgma.gov>; scragin@fitchburgma.gov <scragin@fitchburgma.gov>; mdinatale@fitchburgma.gov <mdinatale@fitchburgma.gov>; agreeen@fitchburgma.gov <agreeen@fitchburgma.gov>; ssquailia@fitchburgma.gov <ssquailia@fitchburgma.gov>
Subject: Notice of Public Meeting

Hi,

I hope this email finds you well. Attached, please find a notice of public meeting. Should additional information be required, please don't hesitate to ask.

I would be appreciative if you are able to kindly confirm receipt.

Thank you!

Bridgette Nikisher
Strategic Affairs Specialist
she / her / hers

Cell: 914-483-8836
Office: 917-398-0685
B.Nikisher@VicenteLLP.com

Vicente.

1115 Broadway, Suite 1218
New York, NY 10010

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NOTICE OF COMMUNITY OUTREACH MEETING

Notice is hereby given that Native Sun Wellness, Inc., 140 Industrial Road, LLC, Holland Brands NA, LLC, and Native Sun Braintree LLC will hold a Virtual Community Outreach Meeting on **June 21, 2023** at 6:30 PM to discuss the proposed siting of a Medical Marijuana Treatment Center at 140 Industrial Rd in Fitchburg.

Virtual meeting information is at the end of this notice. This Virtual Community Outreach Meeting will be held in accordance with the Massachusetts Cannabis Control Commission's Administrative Order Allowing Virtual Web-Based Community Outreach Meetings and the applicable requirements set forth in M.G.L. ch. 94G and 935 CMR 500.000 *et seq.* A copy of the meeting presentation will be made available at least 24 hours prior to the meeting by emailing r.rutenberg@vicentellp.com.

Interested members of the community will have the opportunity to ask questions and receive answers from company representatives about the proposed facility and operations. Questions can be submitted in advance by emailing r.rutenberg@vicentellp.com or asked during the meeting.

--

Join Zoom Meeting: <https://us02web.zoom.us/j/88457648965>

Zoom Meeting Telephone Dial In: +1 646 931 3860; Meeting ID: 884 5764 8965

9589 0710 5270 0650 3982 88

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5270 0650 3982 33

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Sent To \$

Street \$

City, State \$

PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions

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): June 27, 2023
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.”

- a. Date of publication:
- b. Name of publication: Telegram & Gazette

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 Wellness, Inc., 140 Industrial Road, LLC, Holland Brands NA, LLC, and
Native Sun Braintree LLC

Name of applicant's authorized representative:

Timothy Caraboolad

Signature of applicant's authorized representative:



https://us02web.zoom.us/rec/component-page?action=viewdetailpage&sharelevel=meeting&useWhichPasswd=meeting&clusterId=us02&componentName=need-password&meetingId=zBoRQIPU2JXU4i2-SIJ4etz8EnAXT58qY_3tUuRhrWQIDYPlrHNwIsMCZuU4uazA.51flcaDZjDQuG8Qo&originRequestUrl=https%3A%2F%2Fus02web.zoom.us%2Frec%2Fshare%2F6gS6-sjZDnadW8efu536-nymf8E8B4uldwiXubTZ_WeSvgoLJt6UFq_qGcagMW6h.O-cRwpSsgudrQAig

Passcode: ?DC!Fvq0

From: [Bridgette Nikisher](#)
To: [Kristina Johnson](#)
Cc: [Joan Wordell](#); [Thomas Gregory](#)
Subject: RE: [Hudson MA] Permission to Host Virtual Public Meeting (Sent by Bridgette M Nikisher, b.nikisher@vicentellp.com)
Date: Monday, June 12, 2023 4:35:00 PM
Attachments: [image002.png](#)
[image003.png](#)

Hi,

Thank you for your prompt response! I appreciate your assistance.

Best,

Bridgette Nikisher
Strategic Affairs Specialist
she / her / hers

Cell: 914-483-8836
Office: 917-398-0685
B.Nikisher@VicenteLLP.com

Vicente.

1115 Broadway, Suite 1218
New York, NY 10010

Serving clients from [offices nationwide](#)

From: Kristina Johnson <kjohnson@townofhudson.org>
Sent: Monday, June 12, 2023 4:35 PM
To: Bridgette Nikisher <b.nikisher@vicentellp.com>
Cc: Joan Wordell <jwordell@townofhudson.org>; Thomas Gregory <tgregory@townofhudson.org>
Subject: FW: [Hudson MA] Permission to Host Virtual Public Meeting (Sent by Bridgette M Nikisher, b.nikisher@vicentellp.com)

 External email >

Good Afternoon,

The Town Clerk referred your email below re: cannibals community meetings.

Our local cannabis use regulations would not preclude you from hosting the required community meeting remotely. Since this is a requirement under the Cannabis Control Commission (CCC) Regulations, it would be my suggestion that you contact the CCC staff directly to receive guidance on remote community meetings. I assume you have a Licensing Specialist assigned to review your renewal application.

Feel free to contact me directly should you have any additional questions.

Best,

Kristina

Kristina Johnson, AICP

Director of Planning and Community Development

Town of Hudson, Massachusetts

978-562-2989

kjohnson@townofhudson.org

From: Joan Wordell <jwordell@townofhudson.org>

Sent: Monday, June 12, 2023 4:21 PM

To: Thomas Gregory <tgregory@townofhudson.org>

Cc: Kristina Johnson <kjohnson@townofhudson.org>

Subject: FW: [Hudson MA] Permission to Host Virtual Public Meeting (Sent by Bridgette M Nikisher, b.nikisher@vicentellp.com)

Good Afternoon,

Please see email and let me know if you can respond to them.

Joan

Joan M. Wordell, CMC, CMMC

Town Clerk , Town of Hudson

Notary Public, Public Records Officer

78 Main St., Hudson, MA. 01749

Office Hours: M-F 8AM-4:30PM

Phone 978-568-9617

Fax-978-562-8508



2023 Election & Town Meeting Schedule

Annual Town Meeting 1st Monday in May

Annual Town Election 2nd Monday in May

Special Town Meeting 3rd Monday in November

From: Contact form at Hudson MA <cmsmailer@civicplus.com>

Sent: Monday, June 12, 2023 2:41 PM

To: Joan Wordell <jwordell@townofhudson.org>

Subject: [Hudson MA] Permission to Host Virtual Public Meeting (Sent by Bridgette M Nikisher, b.nikisher@vicentellp.com)

Hello jwordell,

Bridgette M Nikisher (b.nikisher@vicentellp.com) has sent you a message via your contact form (<https://www.townofhudson.org/user/56/contact>) at Hudson MA.

If you don't want to receive such e-mails, you can change your settings at <https://www.townofhudson.org/user/56/edit>.

Message:

Hello,

I am reaching out to inquire whether it is acceptable for a currently permitted cannabis establishment to host a virtual community outreach meeting via Zoom in order to fulfill a Cannabis Control Commission renewal requirement. As part of the Commission's requirements for cannabis establishments to host annual Community Outreach Meetings, they require that marijuana establishments receive approval from the municipality prior to hosting a virtual Community Outreach Meeting. Will Hudson allow us to hold this meeting virtually?

Please let me know if you have any questions.

Thank you!

|

LOCALiQ

NEW ENGLAND

PO Box 631210 Cincinnati, OH 45263-1210

PROOF OF PUBLICATION

Bridgette Nikisher
Vicente LLP
1115 Broadway # 1218
New York NY 10010-3450

STATE OF MASSACHUSETTS, COUNTY OF WORCESTER

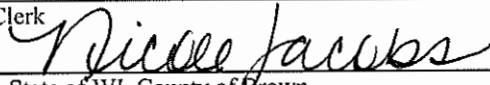
The Telegram & Gazette, a newspaper distributed in the county of Worcester, published in the City of Worcester, County of Worcester, State of Massachusetts printed and published and personal knowledge of the facts herein state and that the notice hereto annexed was Published in said newspapers in the issues dated on:

06/13/2023

and that the fees charged are legal.
Sworn to and subscribed before on 06/13/2023



Legal Clerk


Notary, State of WI, County of Brown

8-21-26

My commission expires

Publication Cost: \$125.08

Order No: 8931886

of Copies:

Customer No: 955691

1

PO #:

THIS IS NOT AN INVOICE!*Please do not use this form for payment remittance.*

NICOLE JACOBS
Notary Public
State of Wisconsin

NOTICE OF COMMUNITY OUTREACH MEETING

Notice is hereby given that Native Sun Wellness, Inc. will hold a Virtual Community Outreach Meeting on June 27, 2023 at 6:30 PM to discuss the siting of a Medical Marijuana Treatment Center at 37 Coolidge St in Hudson.

Virtual meeting information is at the end of this notice. This Virtual Community Outreach Meeting will be held in accordance with the Massachusetts Cannabis Control Commission's Administrative Order Allowing Virtual Web-Based Community Outreach Meetings and the applicable requirements set forth in M.G.L. ch. 94G and 935 CMR 500.000 et seq. A copy of the meeting presentation will be made available at least 24 hours prior to the meeting by emailing r.rutenberg@vicentellp.com.

Interested members of the community will have the opportunity to ask questions and receive answers from company representatives about the proposed facility and operations. Questions can be submitted in advance by emailing r.rutenberg@vicentellp.com or asked during the meeting.

Join Zoom Meeting:
<https://us02web.zoom.us/j/81619182117>
Zoom Meeting Telephone
Dial In: +1 646 931 3860;
Meeting ID: 816 1918 2117

6/13/23

NOTICE OF COMMUNITY OUTREACH MEETING

Notice is hereby given that Native Sun Wellness, Inc. will hold a Virtual Community Outreach Meeting on **June 27, 2023** at 6:30 PM to discuss the siting of a Medical Marijuana Treatment Center at 37 Coolidge St in Hudson.

Virtual meeting information is at the end of this notice. This Virtual Community Outreach Meeting will be held in accordance with the Massachusetts Cannabis Control Commission's Administrative Order Allowing Virtual Web-Based Community Outreach Meetings and the applicable requirements set forth in M.G.L. ch. 94G and 935 CMR 500.000 *et seq.* A copy of the meeting presentation will be made available at least 24 hours prior to the meeting by emailing r.rutenberg@vicentellp.com.

Interested members of the community will have the opportunity to ask questions and receive answers from company representatives about the proposed facility and operations. Questions can be submitted in advance by emailing r.rutenberg@vicentellp.com or asked during the meeting.

--

Join Zoom Meeting: <https://us02web.zoom.us/j/81619182117>

Zoom Meeting Telephone Dial In: +1 646 931 3860; Meeting ID: 816 1918 2117

From: [Bridgette Nikisher](#)
To: jwordell@townofhudson.org
Subject: Notice of Public Meeting
Date: Thursday, June 15, 2023 4:29:00 PM
Attachments: [Native Sun Wellness, Inc - Hudson - Notice of Community Outreach Meeting \(June 2023\).pdf](#)
[image001.png](#)

Hi,

I hope this email finds you well. Attached, please find a notice of public meeting. Should additional information be required, please don't hesitate to ask.

I would be appreciative if you are able to kindly confirm receipt.

Thank you!

Bridgette Nikisher
Strategic Affairs Specialist
she / her / hers

Cell: 914-483-8836
Office: 917-398-0685
B.Nikisher@VicenteLLP.com

Vicente.

1115 Broadway, Suite 1218
New York, NY 10010

Serving clients from [offices nationwide](#)

From: [Bridgette Nikisher](#)
To: kjohnson@townofhudson.org
Subject: Notice of Public Meeting
Date: Thursday, June 15, 2023 4:28:00 PM
Attachments: [Native Sun Wellness, Inc - Hudson - Notice of Community Outreach Meeting \(June 2023\).pdf](#)
[image001.png](#)

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Join Zoom Meeting: <https://us02web.zoom.us/j/81619182117>

Zoom Meeting Telephone Dial In: +1 646 931 3860; Meeting ID: 816 1918 2117

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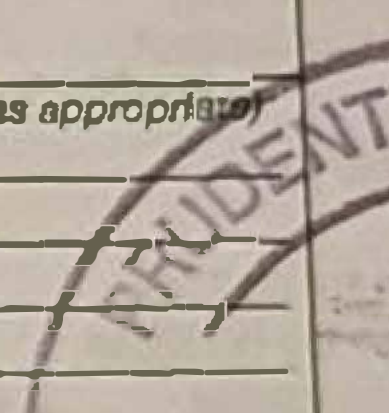
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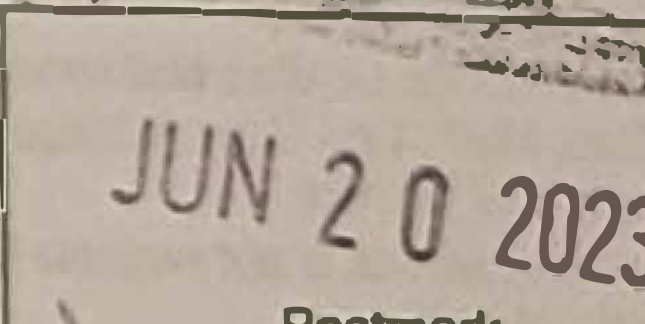
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General Waiver Request Form

Instructions

Under 935 CMR 500.850 and 501.850, an individual, entity, applicant, or licensee (Requestor) may request from the Cannabis Control Commission (Commission) a waiver from compliance with certain adult- and/or medical-use cannabis regulations. This form shall be used for general waiver requests. **Please note, Alternative Security Provisions (ASP) pursuant to 935 CMR 500.110(2) and/or 501.110(2) must be submitted using the ASP Request Form.**

Only one requirement may be the subject of each waiver request form submitted to the Commission; in other words, the Requestor must submit a new form for each individual waiver request. However, if the Requestor is requesting a waiver from a requirement that applies to them under both the adult- and medical-use cannabis regulations, and the requirement is the same, the Requestor may use one form and state the relevant provisions. Similarly, the Commission will accept one waiver request form from a Requestor who is seeking to waive the same requirement for multiple licenses.

The Requestor must submit written documentation for the Commission to evaluate the waiver request. Documentation must specifically state the regulation(s) for which the Requestor is seeking the waiver, the reason(s) why the waiver is needed, and how: (i) compliance with the requirement would cause undue hardship to the Requestor; (ii) any alternative compensating features, if applicable; (iii) the waiver will not pose a risk to the health, safety, or welfare of the public or patients; and (iv) that approval of the waiver would not constitute a waiver of any requirements under state law. Additional documentation may be submitted along with the requestform if it directly addresses the requirement to be waived.

All requests must be filled out electronically and signed. If the Requestor is an entity, the form must be signed by an individual who has authority to act on behalf of the entity ("Requestor's Representative"). Once the Commission receives signed documentation pertaining to the waiver request, staff will evaluate the request.

Please note: Due to the Commission's need to give serious consideration to requests to



waive regulatory requirements, considerable time may be needed for the Commission to complete its due diligence review. The Requestor or the Requestor's Representative will be notified once the Commission has completed its evaluation and made its determination.

Review

If the Requestor is a Medical Marijuana Treatment Center (“MTC”), Marijuana Establishment (“ME”), or Colocated Marijuana Operation (“CMO”), that is requesting to waive a security-related requirement, the Commission must notify the host community’s Chief Law Enforcement Officer of the request and give a 30-day period for the officer to respond. The Commission will consider the Chief Law Enforcement Officer’s opinion, but it will not be the single determinative factor in the agency’s decision.

Failure of the Requestor or its Representative to fully complete this form may result in denial of the waiver request. When completing the form below, the Requestor should use additional documents and/or pages if needed and reference addendum appropriately. Once complete, this waiver request form and all supplemental documentation should be combined into a single PDF document and emailed to Licensing@CCCMass.com.

I. Requestor Information

1. Requestor’s name *(if an entity, please state the legal name of the entity)*:

Native Sun Wellness, Inc.

2. Requestor’s status:

- ☒ Applicant (MTC, ME, CMO)
- ☐ Licensee (MTC, ME, CMO)
- ☐ Registered Agent Applicant (ME, MTC, CMO)
- ☐ Registered Agent (ME, MTC, CMO)
- ☐ Qualifying Patient
- ☐ Personal Caregiver
- ☐ Certifying Healthcare Provider
- ☐ Caregiving Institution
- ☐ Institutional Caregiver
- ☐ Other—please specify:

3. Requestor’s application/license/registration number(s) *(if applicable)*:

RMDA4128



4. Requestor's contact information (*address, phone number, and email address*):

Alicia Champagne - alicia@nativesuncannabis.com - 978-201-5906

5. Authorized Representative's name, relationship to Requestor, and contact information (*if applicable*):

Charles Yon - charlie@nativesuncannabis.com - 508-479-3506

II. Waiver Request Information

6. List the specific regulation(s) and associated regulatory cite(s) to be waived:

935 CMR 501.101(1)(a)(9) Documentation that the applicant has conducted a community outreach meeting consistent with the Commission's Guidance for License Applicants on Community Outreach within the six months prior to the application submission date. If the MTC will be located in two locations under this License, the applicant shall hold separate and distinct community outreach meetings in each municipality.



7. List the reason(s) why this regulatory requirement would cause undue hardship and should be waived:

Native Sun Wellness, Inc. held two Community Outreach Meetings with respect to the MTC license application RMDA4128.

The first meeting was held on June 21st, 2023, for the city of Fitchburg, and the second meeting was held on June 27th, 2023, for the town of Hudson. Packets for the community outreach meeting and links to the recorded meetings were provided in the MTC application step 9. There were no concerns from either the municipality or its residents regarding the operation of the MTC License, and Native Sun currently operates as an adult-use establishment in both municipalities.

Having to conduct new outreach meetings would result in the hardship of organizing and financing two new meetings, inform the municipality of a new meeting, readvertise in local publications, and re-sending notices to the abutters.

This does not represent a new use for the municipalities or the communities.

8. List the alternative policies, procedures, steps, or features that will be utilized in lieu of the requirement if the waiver request is granted *(if applicable)*:

If the waiver request is granted, there will not be any alternative policies, procedures, or steps to take.

If the request is granted, Native Sun Wellness, Inc. will have addressed the RFI issued to Native Sun Wellness, Inc. application #RMDA4128 and may proceed to the next steps in the application process to license an MTC at the location specified in the application.

9. In the opinion of the Requestor or its representative, if the Commission waives this regulatory requirement, will the waiving of this requirement pose a risk to the health or safety of consumers, patients, or the public *(please check one of the boxes below)*?

☐ Yes
☒ No



10. Please explain the reasons why the waiving of the requirement will not pose a risk to the health or safety of consumers, patients, or the public:

There will be no risk to the health or safety of the consumers, patients or public as we have completed the community outreach meetings for the Hudson and Fitchburg communities.

Both communities and municipalities are aware of Native Sun Wellness, Inc. pursuing medical licensure with the CCC in addition to the Adult-Use licenses that are currently in operation in their communities. We maintain amicable, transparent, and cooperative relations with the municipalities we operate in and the various municipal authorities with jurisdiction over said operations. Neither community has projected any concerns regarding Native Sun's intention of operating an MTC in conjunction with the current MEs licensed at these locations.

The waiver we are requesting is an extension in the 6 month deadline for Community Outreach Meetings on MTC Applications.

11. In the opinion of the Requestor or its Representative, is the requirement for which a waiver is sought a statutory requirement (please check one of the boxes and include any notations in the section below)?

- ☐ Yes
☒ No



By signing this document, I affirm that all the information provided above is true and accurate. I understand that compliance with all requirements listed in 935 CMR 500.000 and 501.000 (*where applicable*) is required unless otherwise notified by the Commission.

Incomplete submissions may not be processed. Failure of the Requestor or its Representative to fully complete this form may result in the request being administratively closed.

Signed under pains and penalties of perjury:

Requestor or Requestor's Representative printed name:

Alicia Champagne

Requestor or Requestor's Representative signature:



Date of request:

01/26/2024



WAV2024-8
Native Sun Wellness, Inc.
RMDA4128
77 Rumford Avenue, Suite 7
Waltham MA 02453
alicia@nativesuncannabis.com
charlie@nativesuncannabis.com

NOTICE: WAIVER DETERMINATION

WHY ARE YOU RECEIVING THIS NOTICE?

The Cannabis Control Commission (Commission) has received your request pursuant to 935 CMR 500.850 and/or 501.850 to waive the following requirement(s):

Citation: 935 CMR 501.101(1)(a)9.

Regulation: An applicant for licensure as an MTC shall submit the following as part of the Application of Intent. Documentation that the applicant has conducted a community outreach meeting consistent with the Commission's *Guidance for License Applicants on Community Outreach* within six months prior to the application submission date. If the MTC will be located in two locations under this License, the applicant shall hold separate and distinct community outreach meetings in each municipality.

After review of your request, the Commission has made the following determination:

Status: Approved

Conditions: N/A

WHAT ARE YOUR NEXT STEPS?

Your request for a waiver has been approved. The regulatory requirement that has been waived by the Commission applies only to the individual or entity stated in this notice and is subject to the stated conditions, if applicable.

Please keep a copy of this notice for your records. If this approval applies to the operation of a Marijuana Establishment/Medical Marijuana Treatment Center, please place a copy of this notice in the written operating procedures as required pursuant to 935 CMR 500.105(1) and/or 501.105(1).

Effective this 13 day of February 2024.



Debra Hilton-Creek - 2/13/2024
Debra Hilton-Creek
Acting Executive Director & Chief People Officer



IMPORTANT! This document(s) contains important information that could impact your license application or license. It is critical that you understand the information in this document. Please have it translated immediately.

Spanish:

¡ATENCIÓN! Este documento incluye información importante que podría afectar su licencia o solicitud de licencia. Es fundamental que entienda la información en este documento. Por favor, traducir de inmediato.

Traditional Chinese:

重要信息! 本文檔包含可能影響您的執照申請或執照的重要信息。您理解本文檔中的信息這一點至關重要。請立即找人翻譯此文件。

Haitian Creole:

ENPÒTAN! Dokiman sa a genyen enfòmasyon enpòtan ladan li ki te ka afekte demann ou pou lisans oswa lisans ou. Li kritik ou konprann enfòmasyon ki nan dokiman sa a. Tanpri fè yon moun tradwi li imedyatman.

Portuguese:

IMPORTANTE! Este(s) documento(s) contém informações importantes que podem afetar seu requerimento de licença ou licença. É fundamental que você compreenda as informações contidas nele(s). Obtenha a tradução imediatamente.

CV Creole:

É IMPORTANT! Es dukumentu(s) ten informason importantis ki podi afeta bu pididu di lisensa ou lisensa. É fundamental ki bu kompriendi informason nes dukumentu. Pur favor, traduzi imidiatamenti.

Vietnamese:

QUAN TRỌNG! (Các) tài liệu này có chứa thông tin quan trọng có thể ảnh hưởng đến đơn xin cấp giấy phép hoặc giấy phép của quý vị. Điều quan trọng là quý vị phải hiểu thông tin có trong tài liệu này. Hãy dịch nó ngay lập tức.

Yoruba:

Ó Ẹ PÀTÀKÌ! Ìfítónílétí pàtàkì wà nínú (àwọn) ìwé yìí tí ó lè ní ipa lórí ìbèèrè fún ìwé àṣẹ tàbí ìwé àṣẹ rẹ. Ó ẹ kókó kí ìfítónílétí inú ìwé yìí yé ọ. Jọwọ́ túmọ̀ rẹ lójúkan náà.



Plan to Positively Impact Areas of Disproportionate Impact

Native Sun Wellness, Inc. (“NSW”) is dedicated to serving and supporting the areas around it, particularly those that are classified as areas of disproportionate impact. It is NSW 's intention to be a contributing, positive force in areas of disproportionate impact and to assist in changing the perception of those associated with marijuana use. This Positive Impact Plan will outline the Goals, Programs, and Measurements defined by the Cannabis Control Commission (“CCC” or “Commission”) of the initiatives NSW plans to engage in, in order to positively impact areas of disproportionate impact as defined by the Commission.

Goals

1. Employ at least 10% of NSW’s workforce with disproportionately impacted people as defined by the CCC, including but not limited to individuals from Fitchburg and Worcester, both areas of disproportionate impact.
 - a. For the city of Worcester, focusing on census tracts 730200, 730500, 731002, 731203, 731204, 731300, 731400, 731500, 731700, 731800, 732302, 732400, 732700, and 733000 which are identified as areas of disproportionate impact
2. Donate \$1,000 per month, totaling \$12,000 annually, to Making Opportunity Count, a non-profit organization located in Fitchburg that serves over 30 cities within central Massachusetts, including Fitchburg, Leominster, and Worcester. NSW will maintain acceptance letters from this organization stating they would accept such donations.

Programs

NSW will develop specific programs to effectuate its stated goals to positively affect areas of disproportionate impact. The below lists actions, activities, and processes that will be utilized to achieve the outlined goals that NSW plans to implement.

1. NSW will seek out qualified applicants from Areas of Disproportionate Impact, especially the Fitchburg and Worcester area, by publishing open positions not filled internally on online media, where they will be accessible to the widest range of people, as well as in local newspapers with readership in Areas of Disproportionate Impact. NSW will also place ads for employment annually in the *Worcester Telegram & Gazette*.
2. NSW will canvas specific areas in Worcester, particularly census tracts 730200, 730500, 731002, 731203, 731204, 731300, 731400, 731500, 731700, 731800, 732302, 732400, 732700, and 733000 as well as in the city of Fitchburg to attract and encourage candidates from these areas to apply to open positions
3. NSW will conduct an annual virtual job fair. The job fair will be advertised in local newspapers such as the *Community Advocate* and *Worcester Telegram & Gazette* in addition to posting ads on online media platforms such as Instagram, Eventbrite, and LinkedIn.
4. NSW will contribute \$1,000 monthly, equaling a \$12,000 annual commitment to directly combat food insecurity, and economic growth in Middlesex County. Making Opportunities Count’s mission is to empower families to achieve economic security by eliminating barriers and creating opportunities. They deliver various services to alleviate poverty, including child care, education, workforce development, nutrition, health, and community and housing support.

Plan to Positively Impact Areas of Disproportionate Impact

Measurements

NSW has outlined methods to track and measure the goals and programs for the success of this plan. Measuring the program's success is critical in accurately reporting to the Commission when applying to renew the license. One month before the submission to renew NSW's license, designated NSW agents, including members of management, will meet to review the Positive Impact Plan. In the internal review, NSW will evaluate the plan and its measurements, analyze the successes and failures, and address potential adjustments.

1. NSW Human Resources will keep a record of relevant information within employee personnel records so employee composition can be easily tracked. Human Resources will also maintain a record of specific local outreach efforts for employment, including job postings and job fair participation.
2. NSW will hold 1 annual virtual job fair per year.
3. Quarterly surveying of Native Sun employees' locations ensures our goal of hiring personnel from disproportionately impacted areas is met and exceeded.
4. The NSW finance department will keep accounting records for Making Opportunities Count to ensure that the commitment to \$1,000 monthly donations is being issued. The finance department will report the progress of these metrics to the General Manager and Director of Compliance on a quarterly basis.

Acknowledgments

- NSW acknowledges, is aware, and 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.
- Moreover, none of the above actions or programs will violate the CCC's regulations with respect to limitations on ownership or control or other applicable state laws.
- Native Sun acknowledges that each year, upon the process of renewal, the progress of this plan will be reviewed

AMENDED AND RESTATED BYLAWS
OF
NATIVE SUN WELLNESS, INC.
(the “Corporation”)

Date adopted: June 29, 2018

AMENDED AND RESTATED BYLAWS

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ARTICLE I

SHAREHOLDERS

- 1.1. Annual Meeting. The Corporation shall hold an annual meeting of shareholders at a time to be fixed by the President and stated in the notice of the meeting, to be held within six (6) months after the end of the Corporation's fiscal year. The purposes for which the annual meeting is to be held, in addition to those prescribed by the Articles of Organization, shall be for electing Directors, to the extent an election is necessary, and for such other purposes as shall be specified in the notice for the meeting, and only business within such purposes may be conducted at the meeting. In the event an annual meeting is not held at the time fixed in accordance with these Amended and Restated Bylaws ("Bylaws") or the time for an annual meeting is not fixed in accordance with these Bylaws to be held within 13 months after the last annual meeting, the Corporation may designate a special meeting as a special meeting in lieu of the annual meeting, and such meeting shall have all of the effect of an annual meeting.
- 1.2. Special Meetings. Special meetings of the shareholder may be called by the President or Board of Directors of the Corporation (the "Board" or "Board of Directors"). Only business within the purpose or purposes described in the meeting notice may be conducted at a special shareholders' meeting.
- 1.3. Place of Meetings. All meetings of the shareholder shall be held at the principal office of the Corporation unless a different place is fixed by the President or Board of Directors and specified in the notice of the meeting, or the meeting is held solely by means of remote communication in accordance with Section 1.11 of these Bylaws.
- 1.4. Requirement of Notice. A written notice of the date, time and place of each annual and special shareholder's meeting describing the purposes of the meeting shall be given to shareholders no fewer than seven nor more than 30 days before the meeting date. All notices to the shareholder shall conform to the requirements of Article III of these Bylaws.
- 1.5. Waiver of Notice. A shareholder may waive any notice required by law, the Articles of Organization or these Bylaws before or after the date and time stated in the notice. The waiver shall be in writing, be signed by the shareholder entitled to the notice, and be delivered to the Corporation for inclusion with the records of the meeting. A shareholder's attendance at a meeting: (a) waives objection to lack of notice or defective notice of the meeting, unless the shareholder at the beginning of the meeting objects to holding the meeting or transacting business at the meeting; and (b) waives objection to consideration of a particular matter at the meeting that is not within the purpose or purposes described in the meeting notice, unless the shareholder objects to considering the matter when it is presented.
- 1.6. Quorum. Unless otherwise provided by law, or in the Articles of Organization, or these Bylaws, a majority of the votes entitled to be cast on the matter constitutes a quorum for action on that matter.

- 1.7. Voting and Proxies. Unless the Articles of Organization provide otherwise, each outstanding share, regardless of class, is entitled to one vote on each matter voted on at a shareholder's meeting. A shareholder may vote his or her shares in person or may appoint a proxy to vote or otherwise act for him or her by signing an appointment form, either personally or by his or her attorney-in-fact. An appointment of a proxy is effective when received by the Secretary or other officer or agent authorized to tabulate votes. Unless otherwise provided in the appointment form, an appointment is valid for a period of 11 months from the date the shareholder signed the form or, if it is undated, from the date of its receipt by the officer or agent.
- 1.8. Action at Meeting. Directors are elected as set forth in Section 2.2. No ballot shall be required for such election unless requested by a shareholder present or represented at the meeting and entitled to vote in the election.
- 1.9. Action Without Meeting by Written Consent. Action taken at a shareholder's meeting may be taken without a meeting if the action is taken by all shareholders entitled to vote on the action. The action shall be evidenced by one or more written consents that describe the action taken, are signed by shareholders having the requisite votes, bear the date of the signatures of such shareholders, and are delivered to the Corporation for inclusion with the records of meetings within 60 days of the earliest dated consent delivered to the Corporation as required by this Section 1.9. A consent signed under this Section 1.9 has the effect of a vote at a meeting.
- 1.10. Record Date. The Board of Directors may fix the record date in order to determine the shareholders entitled to notice of a shareholder's meeting, to demand a special meeting, to vote, or to take any other action. A record date fixed under this Section 1.10 may not be more than 70 days before the meeting or action requiring a determination of shareholders.
- 1.11. Meetings by Remote Communication. Unless otherwise provided in the Articles of Organization, if authorized by the Board of Directors: any annual or special meeting of shareholders need not be held at any place but may instead be held solely by means of remote communication; and subject to such guidelines and procedures as the Board of Directors may adopt, shareholders and proxyholders not physically present at a meeting of shareholders may, by means of remote communication: (a) participate in a meeting of shareholders; and (b) be deemed present in person and vote at a meeting of shareholders whether such meeting is to be held at a designated place or solely by means of remote communication, provided that: (1) the Corporation shall implement reasonable measures to verify that each person deemed present and permitted to vote at the meeting by means of remote communication is a shareholder or proxyholder; (2) the Corporation shall implement reasonable measures to provide such shareholders and proxyholders a reasonable opportunity to participate in the meeting and to vote on matters submitted to the shareholders, including an opportunity to read or hear the proceedings of the meeting substantially concurrently with such proceedings; and (3) if any shareholder or proxyholder votes or takes other action at the meeting by means of remote communication, a record of such vote or other action shall be maintained by the Corporation.

- 1.12. Form of Shareholder Action. Any vote, consent, waiver, proxy appointment or other action by a shareholder or by the proxy or other agent of any shareholder shall be considered given in writing, dated and signed, if, in lieu of any other means permitted by law, it consists of an electronic transmission that sets forth or is delivered with information from which the Corporation can determine (1) that the electronic transmission was transmitted by the shareholder, proxy or agent or by a person authorized to act for the shareholder, proxy or agent; and (2) the date on which such shareholder, proxy, agent or authorized person transmitted the electronic transmission. The date on which the electronic transmission is transmitted shall be considered to be the date on which it was signed. The electronic transmission shall be considered received by the Corporation if it has been sent to any address specified by the Corporation for the purpose or, if no address has been specified, to the principal office of the Corporation or to the President.
- 1.13. Shareholder List for Meeting.
- (a) After fixing a record date for a shareholders' meeting, the Corporation shall prepare an alphabetical list of the names of all its shareholders who are entitled to notice of the meeting. The list shall show the address of and number of shares held by each shareholder.
 - (b) The list of shareholders shall be available for inspection by any shareholder, beginning two business days after notice is given of the meeting for which the list was prepared and continuing through the meeting: (1) at the Corporation's principal office or at a place identified in the meeting notice in the city where the meeting will be held; or (2) on a reasonably accessible electronic network, provided that the information required to gain access to such list is provided with the notice of the meeting. If the meeting is to be held solely by means of remote communication, the list shall be made available on an electronic network.
 - (c) A shareholder or his or her agent or attorney is entitled on written demand to inspect and, subject to the requirements of Section 6.2(c) of these Bylaws, to copy the list, during regular business hours and at his or her expense, during the period it is available for inspection.
 - (d) The Corporation shall make the list of shareholders available at the meeting, and any shareholder or his or her agent or attorney is entitled to inspect the list at any time during the meeting or any adjournment.

ARTICLE II

DIRECTORS

- 2.1. Powers. All corporate power shall be exercised by or under the authority of, and the business and affairs of the Corporation shall be managed under the direction of, its Board of Directors.
- 2.2. Number and Election. The Board of Directors shall initially consist of five (5) voting members, with the number fixed by the sole shareholder Native Sun Holdings, LLC ("NS

Holdings”) at the annual meeting. The initial directors shall be (i) three individuals designated by NS Holdings, who shall initially be Timothy Caraboolad, Mark Schuparri and Rhett Jordan (collectively, the “Founders”), (ii) one individual designated jointly by Timothy Caraboolad and Mark Schuparri, which shall initially be Geoffrey Bernstein, and (iii) one individual designated by Rhett Jordan, such seat to initially remain vacant.

- 2.3. Vacancies. If a vacancy occurs on the Board of Directors, the individuals who designated such Director in Section 2.2 shall fill the vacancy. A vacancy that will occur at a specific later date may be filled before the vacancy occurs but the new Director may not take office until the vacancy occurs.
- 2.4. Change in Size of the Board of Directors. The number of Directors may be fixed or changed from time to time by the sole shareholder, NS Holdings; provided, however, there shall always be an odd number of Directors, with a minimum of three (3) Directors elected and a maximum of seven (7) Directors elected.
- 2.5. Tenure. The terms of all Directors shall expire at the next annual shareholders’ meeting following their election; provided, however, that the Founders shall be appointed as Directors indefinitely, unless they resign or are otherwise removed pursuant to the provisions hereof. A decrease in the number of Directors does not shorten an incumbent Director’s term. The term of a Director elected to fill a vacancy shall expire at the next shareholders’ meeting at which Directors are elected. Despite the expiration of a Director’s term, he or she shall continue to serve until his or her successor is elected and qualified or until there is a decrease in the number of Directors.
- 2.6. Resignation. A Director may resign at any time by delivering written notice of resignation to the Board of Directors, the Chairman of the Board or the Corporation. A resignation is effective when the notice is delivered unless the notice specifies a later effective date.
- 2.7. Removal. A Director may be removed For Cause by the affirmative vote or written consent of a majority vote of the Board of Managers of NS Holdings, which may then vote on a replacement Director, to be elected by the majority vote of the Board of Managers of NS Holdings; provided, however, that a Founder may be only be removed as Director For Cause by the affirmative vote or written consent of a Super Majority of Directors. For the purpose of these Bylaws “For Cause” shall mean if a Director or Officer is found in a judicial or non-judicial proceeding to have committed fraud, gross negligence or willful misconduct in connection with his or her duties related to the operation of the Corporation.
- 2.8. Regular Meetings. Regular meetings of the Board of Directors may be held at such times and places as shall from time to time be fixed by the Board of Directors without notice of the date, time, place or purpose of the meeting.
- 2.9. Special Meetings. Special meetings of the Board of Directors may be called by the President, the Secretary, the Chairman of the Board, or any two Directors, or one Director if there is only one Director.

- 2.10. Notice. Special meetings of the Board of Directors must be preceded by at least seven (7) days' notice of the date, time and place of the meeting. The notice need not describe the purpose of the special meeting unless these Bylaws otherwise require notice of the purpose of the meeting. All notices to Directors shall conform to the requirements of Article III of these Bylaws.
- 2.11. Waiver of Notice. A Director may waive any notice before or after the date and time of the meeting. The waiver shall be in writing, signed by the Director entitled to the notice, or in the form of an electronic transmission by the Director to the Corporation, and filed with the minutes or corporate records. A Director's attendance at or participation in a meeting waives any required notice to him or her of the meeting unless the Director at the beginning of the meeting, or promptly upon his or her arrival, objects to holding the meeting or transacting business at the meeting and does not thereafter vote for or assent to action taken at the meeting.
- 2.12. Quorum. Unless otherwise provided by law, the Articles of Organization or these Bylaws, a quorum of the Board of Directors consists of a Super Majority of the Directors then in office, provided always that any number of Directors (whether one or more and whether or not constituting a quorum) constituting a majority of Directors present at any meeting or at any adjourned meeting may make an adjournment thereof.
- 2.13. Action at Meeting. If a quorum is present when a vote is taken, the affirmative vote of a Majority of Directors present is the act of the Board of Directors unless the Articles of Organization or these Bylaws require the vote of a greater number of Directors. A Director who is present at a meeting of the Board of Directors when corporate action is taken is considered to have assented to the action taken unless: (a) he or she objects at the beginning of the meeting, or promptly upon his or her arrival, to holding it or transacting business at the meeting; (b) his or her dissent or abstention from the action taken is entered in the minutes of the meeting; or (c) he or she delivers written notice of his or her dissent or abstention to the presiding officer of the meeting before its adjournment or to the Corporation immediately after adjournment of the meeting. The right of dissent or abstention is not available to a Director who votes in favor of the action taken.
- 2.14. Action Without Meeting. Any action required or permitted to be taken by the Directors may be taken without a meeting if the action is taken without a meeting by Directors having not less than the minimum number of votes necessary to take the action at a meeting at which all Directors entitled to vote on the action are present and voting. The action must be evidenced by one or more consents describing the action taken, in writing, signed by each Director, or delivered to the Corporation by electronic transmission, to the address specified by the Corporation for the purpose or, if no address has been specified, to the principal office of the Corporation, addressed to the Secretary or other officer or agent having custody of the records of proceedings of Directors, and included in the minutes or filed with the corporate records reflecting the action taken. Action taken under this Section 2.14 is effective when the last Director signs or delivers the consent, unless the consent specifies a different effective date. A consent signed or delivered under this Section 2.14 has the effect of a meeting vote and may be described as such in any document.

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

2.16. Compensation. The Directors may be entitled to compensation as determined by a majority vote of its shareholders.

2.17. Standard of Conduct for Directors.

- (a) A Director shall discharge his or her duties as a Director: (1) in good faith; (2) with the care that a person in a like position would reasonably believe appropriate under similar circumstances; and (3) in a manner the Director reasonably believes to be in the best interests of the Corporation. In determining what the Director reasonably believes to be in the best interests of the Corporation, a Director may consider the interests of the Corporation's employees, suppliers, creditors and customers, the economy of the state, the region and the nation, community and societal considerations, and the long-term and short-term interests of the Corporation and its shareholders, including the possibility that these interests may be best served by the continued independence of the Corporation.
- (b) In discharging his or her duties, a Director who does not have knowledge that makes reliance unwarranted is entitled to rely on information, opinions, reports or statements, including financial statements and other financial data, if prepared or presented by: (1) one or more officers or employees of the Corporation whom the Director reasonably believes to be reliable and competent with respect to the information, opinions, reports or statements presented; (2) legal counsel, public accountants or other persons retained by the Corporation, as to matters involving skills or expertise the Director reasonably believes are matters (i) within the particular person's professional or expert competence or (ii) as to which the particular person merits confidence.
- (c) A Director is not liable for any action taken as a Director, or any failure to take any action, if he or she performed the duties of his or her office in compliance with this Section 2.17.

2.18. Conflict of Interest.

- (a) A conflict of interest transaction is a transaction with the Corporation in which a Director of the Corporation has a material direct or indirect interest. A conflict of interest transaction is not voidable by the Corporation solely because of the Director's interest in the transaction if the transaction was fair to the Corporation.
- (b) For purposes of this Section 2.18, and without limiting the interests that may create conflict of interest transactions, a Director of the Corporation has an indirect interest in a transaction if: (1) another entity in which he or she has a material financial interest or in which he or she is a general partner is a party to the transaction; or

(2) another entity of which he or she is a director, officer or trustee or in which he or she holds another position is a party to the transaction and the transaction is or should be considered by the Board of Directors.

2.19. [Intentionally Omitted].

2.20. Actions Requiring Super Majority Vote of the Board of Directors.

Notwithstanding anything to the contrary contained elsewhere in the Bylaws, the Board of Directors shall not take, approve or permit the Corporation to authorize or engage in any of the following actions unless the Corporation has received the affirmative vote of a Super Majority of the Directors:

- (i) Adopt an annual operating budget for the Corporation no later than November 1 of the preceding year. In the event the Board of Directors cannot agree on a new annual budget, the Corporation shall operate under the prior year's budget until approved.
- (ii) Enter into any debt or equity financing in excess of what was approved in the annual budget;
- (iii) Enter into an agreement to sell the Corporation;
- (iv) Permit or cause the Corporation to purchase or invest in any real property, or buy any business.
- (v) Incur any obligation by or on behalf of the Corporation that varies from the approved annual budget by \$50,000.
- (vi) Permit any sale, finance or refinance of any the Corporation's assets outside the ordinary course of business.
- (vii) Amend any annual budget.
- (viii) Change any special approval rights set forth in this Section 2.20.
- (ix) Lend money to, or guarantee the obligation of, a Director of the Corporation.

For the purposes of this Section 2.20 the below defined terms shall have the following meaning.

“Super Majority” means the vote of at least 67% of the Directors.

“Qualified IPO” means upon consummation of a firm commitment underwritten public offering of stock/units or a going public transaction such as a reverse merger.

2.21. Conduct of Meetings. The Board of Directors may adopt by resolution such rules, regulations and procedures for the conduct of any meeting of the directors as it shall deem appropriate, including without limitation such guidelines and procedures as it may

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

- 2.22. Advisory Board. The Board of Directors may create a non-voting advisory board (the “Advisory Board”) to which the Board may consult. Compensation, if any, for members of the Advisory Board shall be determined by a majority vote of the Board.

ARTICLE III

MANNER OF NOTICE

- 3.1. All notices provided for under these Bylaws shall conform to the following requirements:
- (a) Notice shall be in writing unless oral notice is reasonable under the circumstances. Notice by electronic transmission is written notice.
 - (b) Notice may be communicated in person; by telephone, voice mail, facsimile, teletype or other electronic means; by mail; by electronic transmission; or by messenger or delivery service.
 - (c) Written notice, other than notice by electronic transmission, if in a comprehensible form, is effective upon deposit in the United States mail, if mailed postpaid and correctly addressed to the addressee’s address shown in the Corporation’s current records.
 - (d) Written notice by electronic transmission, if in comprehensible form, is effective:
 - (1) if by facsimile telecommunication, when directed to a number furnished by the addressee for the purpose;
 - (2) if by electronic mail, when directed to an electronic mail address furnished by the addressee for the purpose;
 - (3) if by a posting on an electronic network together with separate notice to the addressee of such specific posting, directed to an electronic mail address furnished by the addressee for the

- purpose, upon the later of (i) such posting and (ii) the giving of such separate notice; and (4) if by any other form of electronic transmission, when directed to the addressee in such manner as the addressee shall have specified to the Corporation. An affidavit of the President of the Corporation that the notice has been given by a form of electronic transmission shall, in the absence of fraud, be prima facie evidence of the facts stated therein.
- (e) Oral notice is effective when communicated if communicated in a comprehensible manner.

ARTICLE IV

OFFICERS

- 4.1. Enumeration. The Corporation may have a Chief Executive Officer, a Chief Operating Officer, President, a Treasurer, a Chairman of the Board, a Secretary and such other officers as may be appointed by the Board of Directors from time to time in accordance with these Bylaws. One person may have multiple officer titles.
- 4.2. Appointment. The officers shall be appointed by the Board of Directors. A duly appointed officer may appoint one or more officers if authorized by the Board of Directors. Each officer has the authority and shall perform the duties set forth in these Bylaws or, to the extent consistent with these Bylaws, the duties prescribed by the Board of Directors or by direction of an officer authorized by the Board of Directors to prescribe the duties of other officers. The appointment of an officer shall not itself create contract rights.
- 4.3. Qualification. The same individual may simultaneously hold more than one office in the Corporation. No officer need be a shareholder.
- 4.4. Tenure. Except as otherwise provided by law, the Articles of Organization or these Bylaws, each officer shall hold office until his or her successor is duly appointed, unless a different term is specified in the vote appointing him or her, or until his or her earlier death, resignation or removal.
- 4.5. Resignation. Subject to the terms of any separate written agreement between the Corporation and an Officer, an officer may resign at any time by delivering written notice of the resignation to the Corporation. A resignation is effective when the notice is delivered unless the notice specifies a later effective date. If a resignation is made effective at a later date and the Corporation accepts the future effective date, the Board of Directors may fill the pending vacancy before the effective date if the Board of Directors provides that the successor shall not take office until the effective date. An officer's resignation shall not affect the Corporation's contract rights, if any, with the officer.
- 4.6. Removal. By a Super Majority vote, the Board may remove any officer only for "Cause", which is defined as fraud, gross negligence or willful misconduct in connection with his or her duties related to the operation of the Corporation. If an officer either resigns or is removed for Cause or no Cause, a replacement officer shall be proposed by the Super Majority of the Board.

- 4.7. Vacancies. The Board of Directors may fill any vacancy occurring in any office for any reason and may, in its discretion, leave unfilled for such period as it may determine any offices other than those of President, Treasurer and Secretary. Each such successor shall hold office for the unexpired term of his or her predecessor and until his or her successor is duly appointed, or until he or she sooner dies, resigns or is removed.
- 4.8. Chairman of the Board. The Board of Directors may appoint from its members a Chairman of the Board, who need not be an employee or officer of the Corporation. If the Board of Directors appoints a Chairman of the Board, he or she shall perform such duties and possess such powers as are assigned to him or her by the Board of Directors and, if the Chairman of the Board is also designated as the Corporation's Chief Executive Officer, shall have the powers and duties of the Chief Executive Officer prescribed in Section 4.9 of these Bylaws. Unless otherwise provided by the Board of Directors, the Chairman of the Board shall preside at all meetings of the Board of Directors and shareholder.
- 4.9. President; Chief Executive Officer. The President shall be the Chief Executive Officer. The Chief Executive Officer shall have general charge and supervision of the business of the Corporation, subject to the direction of the Board of Directors including, without limitation, exercise of general operating powers concerning all the property, business and affairs of the Corporation. The President shall perform such other duties and shall have such other powers as the Board of Directors may from time to time prescribe. Timothy Caraboolad shall initially serve as President unless removed For Cause. The President and Chief Executive Officer shall report to the Board of Directors.
- 4.10. Vice President. In the absence of the President, the Vice President, if one is appointed, shall perform the duties of the President. The Vice President shall report to the Board and shall have any further powers and duties as from time to time may be prescribed by the Board.
- 4.11. Treasurer. The Treasurer shall be the Chief Financial Officer. The Treasurer shall perform such duties and shall have such powers as may from time to time be assigned to him or her by the Board of Directors or the President. In addition, the Treasurer shall perform such duties and have such powers as are incident to the office of treasurer, including without limitation the duty and power to keep and be responsible for all funds and securities of the Corporation, to deposit funds of the Corporation in depositories, to disburse such funds as ordered by the Board of Directors or the President, to make proper accounts of such funds, and to render as required by the Board of Directors or the President statements of all such transactions and of the financial condition of the Corporation. Geoffrey Bernstein shall serve as treasurer until such time as he resigns or his successor is elected by the Board.
- 4.12. Secretary. The Secretary shall perform such duties and shall possess such powers as the Board of Directors or the President may from time to time prescribe. In addition, the Secretary shall perform such duties and shall have such powers as are incident to the office of the secretary, including without limitation the duty and power to give notices of all meetings of the shareholder and Directors, to attend all meetings of the shareholder

and Directors, to prepare minutes of the meetings of the shareholder and Directors, to authenticate the records of the Corporation, to maintain a stock ledger and prepare lists of shareholders and their addresses as required, to be custodian of corporate records and the corporate seal and to affix and attest to the same on documents. In the absence of the Secretary at any meeting of the shareholder or Directors, the person presiding at the meeting shall designate a temporary secretary to prepare the minutes of the meeting.

- 4.13. Salaries. Officers of the Corporation shall be entitled to such salaries, compensation or reimbursement as shall be fixed or allowed from time to time by the Board of Directors. A bonus pool derived from the income of the Corporation may be so designated and created by the Board, with such revenues to be awarded as bonuses to the Corporation's officers and employees. The Board may create a compensation committee to make recommendations to it as to how any such bonus pool should be distributed.
- 4.14. Standard of Conduct for Officers. An officer shall discharge his or her duties: (a) in good faith; (b) with the care that a person in a like position would reasonably exercise under similar circumstances; and (c) in a manner the officer reasonably believes to be in the best interests of the Corporation. In discharging his or her duties, an officer who does not have knowledge that makes reliance unwarranted is entitled to rely on information, opinions, reports or statements, including financial statements and other financial data, if prepared or presented by: (1) one or more officers or employees of the Corporation whom the officer reasonably believes to be reliable and competent with respect to the information, opinions, reports or statements presented; or (2) legal counsel, public accountants or other persons retained by the Corporation as to matters involving skills or expertise the officer reasonably believes are matters (i) within the particular person's professional or expert competence or (ii) as to which the particular person merits confidence. An officer shall not be liable to the Corporation or its shareholders for any decision to take or not to take any action taken, or any failure to take any action, as an officer, if the duties of the officer are performed in compliance with this Section 4.12.

ARTICLE V

PROVISIONS RELATING TO SHARES

- 5.1 Issuance and Consideration. The Board of Directors may issue the number of shares of each class or series authorized by the Articles of Organization. The Board of Directors may authorize shares to be issued for consideration consisting of any tangible or intangible property or benefit to the Corporation, including cash, promissory notes, services performed, contracts for services to be performed, or other securities of the Corporation. Before the Corporation issues shares, the Board of Directors shall determine that the consideration received or to be received for shares to be issued is adequate. The Board of Directors shall determine the terms upon which the rights, options or warrants for the purchase of shares or other securities of the Corporation are issued and the terms, including the consideration, for which the shares or other securities are to be issued.
- 5.2 Share Certificates. If shares are represented by certificates, at a minimum each share certificate shall state on its face: (a) the name of the Corporation and that it is organized

under the laws of the Commonwealth of Massachusetts; (b) the name of the person to whom issued; and (c) the number and class of shares and the designation of the series, if any, the certificate represents. Every certificate for shares of stock that are subject to any restriction on the transfer or registration of transfer of such shares pursuant to the Articles of Organization, these Bylaws, an agreement among shareholders or an agreement among shareholders and the Corporation, shall have conspicuously noted on the front or back of such certificate the existence of such restrictions. Each share certificate shall be signed, either manually or in facsimile, by the President and by the Treasurer or the Secretary, or any two officers designated by the Board of Directors, and may bear the corporate seal or its facsimile. If the person who signed, either manually or in facsimile, a share certificate no longer holds office when the certificate is issued, the certificate shall be nevertheless valid.

- 5.3 Uncertificated Shares. The Board of Directors may authorize the issue of some or all of the shares of any or all of the Corporation's classes or series without certificates. The authorization shall not affect shares already represented by certificates until they are surrendered to the Corporation. Within a reasonable time after the issue or transfer of shares without certificates, the Corporation shall send the shareholder a written statement of the information required by the Massachusetts Business Corporation Act, as in effect from time to time (the "MBCA") to be on certificates.
- 5.4 Transfers; Record and Beneficial Owners. Subject to the restrictions, if any, stated or noted on the stock certificates or otherwise, shares of stock may be transferred on the books of the Corporation by the surrender to the Corporation of the certificate representing such shares properly endorsed or accompanied by a written assignment or power of attorney properly executed, and with such proof of authority or the authenticity of signature as the Corporation may reasonably require. The Corporation shall be entitled to treat the record holder of shares as shown on its books as the owner of such shares for all purposes, including the payment of dividends and other distributions and the right to vote with respect thereto, regardless of any transfer, pledge or other disposition of such shares until the shares have been transferred on the books of the Corporation in accordance with the requirements of these Bylaws.
- 5.5 Replacement of Certificates. The Board of Directors may, subject to applicable law, determine the conditions upon which a new share certificate may be issued in place of any certificate alleged to have been lost, destroyed or wrongfully taken.
- 5.6 Restrictions on Transfer. Unless set forth in a separate written agreement between the shareholder and the Corporation, no interest in the shares of the corporation may be transferred by operation of law or otherwise, whether voluntary or involuntary, except in accordance with the terms and conditions of these Bylaws absent the approval of shareholders owning at such time the majority of the then issued and outstanding shares of stock of the corporation. This includes, but is not limited to, transfers by purchase, sale, discount, negotiation, gift, trust, legacy, inheritance, pledge, mortgage, lien, creation of security interest, hypothecation, bankruptcy, or transfer pursuant to court order.

ARTICLE VI
CORPORATE RECORDS

6.1. Records to be Kept.

- (a) The Corporation shall keep as permanent records minutes of all meetings of its shareholders and Board of Directors and a record of all actions taken by the shareholder or Board of Directors without a meeting. The Corporation shall maintain appropriate accounting records. The Corporation or its agent shall maintain a record of its shareholders. The Corporation shall maintain its records in written form or in another form capable of conversion into written form within a reasonable time.
- (b) The Corporation shall keep within the Commonwealth of Massachusetts a copy of the following records at its principal office or an office of its transfer agent or of its Secretary or of its registered agent:
 - (1) its Articles of Organization or Restated Articles of Organization and all amendments to them currently in effect;
 - (2) its Bylaws or Restated Bylaws and all amendments to them currently in effect;
 - (3) resolutions adopted by its Board of Directors creating one or more classes or series of shares, and fixing their relative rights, preferences and limitations, if shares issued pursuant to those resolutions are outstanding;
 - (4) the minutes of all shareholder meetings, and records of all action taken by the shareholder without a meeting, for the past three years;
 - (5) all written communications to the shareholder generally within the past three years, including the financial statements furnished under Section 16.20 of the MBCA, or any successor Section thereto, for the past three years;
 - (6) a list of the names and business addresses of its current Directors and officers; and
 - (7) its most recent annual report delivered to the Massachusetts Secretary of State.

6.2. Inspection of Records by the Shareholder.

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

Corporation if the shareholder meets the requirements of subsection (c) of this Section 6.2 and gives the Corporation written notice of his or her demand at least five business days before the date on which he or she wishes to inspect and copy:

- (1) excerpts from minutes reflecting action taken at any meeting of the Board of Directors, minutes of any meeting of the shareholder, and records of action taken by the shareholder or Board of Directors without a meeting, to the extent not subject to inspection under subsection (a) of this Section 6.2;
 - (2) accounting records of the Corporation, but if the financial statements of the Corporation are audited by a certified public accountant, inspection shall be limited to the financial statements and the supporting schedules reasonably necessary to verify any line item on those statements; and
 - (3) the record of shareholders described in Section 6.1(a) of these Bylaws.
- (c) A shareholder may inspect and copy the records described in subsection (b) of this Section 6.2 only if:
- (1) his or her demand is made in good faith and for a proper purpose;
 - (2) he or she describes with reasonable particularity his or her purpose and the records he or she desires to inspect;
 - (3) the records are directly connected with his or her purpose; and
 - (4) the Corporation shall not have determined in good faith that disclosure of the records sought would adversely affect the Corporation in the conduct of its business.

6.3. Scope of Inspection Right.

- (a) A shareholder's agent or attorney has the same inspection and copying rights as the shareholder represented.
- (b) The Corporation may, if reasonable, satisfy the right of a shareholder to copy records under Section 6.2 of these Bylaws by furnishing to the shareholder copies by photocopy or other means chosen by the Corporation, including copies furnished through an electronic transmission.
- (c) The Corporation may impose a reasonable charge, covering the costs of labor, material, transmission and delivery, for copies of any documents provided to the shareholder. The charge may not exceed the estimated cost of production, reproduction, transmission or delivery of the records.
- (d) The Corporation may comply at its expense with a shareholder's demand to inspect the record of the shareholder under clause (3) of subsection (b) of Section 6.2 of these

Bylaws by providing the shareholder with a list of shareholders that was compiled no earlier than the date of the shareholder's demand.

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

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

ARTICLE VII

INDEMNIFICATION

- 7.1. Indemnification of Directors and Officers. Except as otherwise provided in this Section 7.1, the Corporation may indemnify to the fullest extent permitted by law an individual who is a party to a proceeding because he or she is a Director against liability incurred in the proceeding if: (1) (i) he or she conducted himself or herself in good faith; and (ii) he or she reasonably believed that his or her conduct was in the best interests of the Corporation or that his or her conduct was at least not opposed to the best interests of the Corporation; and (iii) in the case of any criminal proceeding, he or she had no reasonable cause to believe his or her conduct was unlawful; or (2) he or she engaged in conduct for which he or she shall not be liable under a provision of the Articles of Organization authorized by Section 2.02(b)(4) of the MBCA or any successor provision to such Section. The Corporation shall indemnify to the fullest extent permitted by law an individual who is a party to a proceeding because he or she is an officer (but not a Director) against liability incurred in the proceeding, except for liability arising out of acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law; provided, however, that the standard of conduct set forth in this sentence shall apply to a Director who is also an officer if the basis on which he or she is made a party to the proceeding is an act or omission solely as an officer.
- 7.2. Advance for Expenses. The Corporation may, before final disposition of a proceeding, advance funds to pay for or reimburse the reasonable expenses incurred by a Director or officer who is a party to a proceeding because he or she is a Director or officer if he or she delivers to the Corporation:
- (a) a written affirmation of his or her good faith belief that he or she has met the relevant standard of conduct described in Section 7.1 of these Bylaws or, if he or she is a Director and is a party to a proceeding because he or she is a Director, that the proceeding involves conduct for which liability has been eliminated under a provision of the Articles of Organization as authorized by Section 2.02(b)(4) of the MBCA or any successor provision to such Section; and

- (b) his or her written undertaking to repay any funds advanced if he or she is not wholly successful, on the merits or otherwise, in the defense of such proceeding and it is ultimately determined pursuant to Section 7.3 of these Bylaws or by a court of competent jurisdiction that he or she has not met the relevant standard of conduct described in Section 7.1 of these Bylaws.

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

7.3. Determination of Indemnification.

- (a) Except as set forth in subsection (b) of this Section 7.3, the determination of whether a Director has met the relevant standard of conduct set forth in Section 7.1 of these Bylaws shall be made either: (1) by special legal counsel selected by the Board of Directors, or (2) by the shareholder.
- (b) The determination of whether an officer has met the relevant standard of conduct set forth in Section 7.1 of these Bylaws shall be made by the Board of Directors. Notwithstanding the provisions of subsection (a) of this Section 7.3, the determination of whether a Director who is also an officer has met the relevant standard of conduct set forth in Section 7.1 of these Bylaws, shall be made in accordance with the provisions of this subsection (b) to the extent the basis on which he or she is made a party to a proceeding is an act or omission solely as an officer.

7.4. Authorization of Indemnification and Advances.

- (a) Authorization of indemnification and advances shall be made in the same manner as the determination that indemnification is permissible under Section 7.3 of these Bylaws; provided that, with respect to the authorization of indemnification and advances for a Director for acts or omissions as a Director, authorization of indemnification shall be made by the Board of Directors.
- (b) The Corporation shall indemnify a Director or officer who was wholly successful, on the merits or otherwise, in the defense of any proceeding to which he or she was a party because he or she was a Director or officer of the Corporation against reasonable expenses incurred by him or her in connection with the proceeding.

7.5. Settlements. The Corporation shall not be required to indemnify the Indemnitee under this Article VII for any amounts paid in settlement of any proceeding unless authorized in the same manner as the determination that indemnification is permissible under Section 7.3 of these Bylaws; provided that, with respect to the authorization of indemnification for a Director for acts or omissions as a Director, authorization of indemnification shall be made by the Board of Directors. The Corporation shall not settle any proceeding in any manner that would impose any penalty or limitation on the Indemnitee without the Indemnitee's written consent. Neither the Corporation nor the Indemnitee will unreasonably withhold his, her or its consent to any proposed settlement.

7.6. Application of this Article.

- (a) This Article VII shall not limit the Corporation's power to (1) pay or reimburse expenses incurred by a Director or officer in connection with his or her appearance as a witness in a proceeding at a time when he or she is not a party or (2) indemnify, advance expenses to or provide or maintain insurance on behalf of an employee or agent.
- (b) If the laws of the Commonwealth of Massachusetts are hereafter amended from time to time to increase the scope of permitted indemnification, indemnification hereunder shall be provided to the fullest extent permitted or required by any such amendment.

7.7. Exculpation. Each Director and officer of the Corporation shall not be liable to the Corporation or its shareholders for monetary damages for breach of fiduciary duty as a director and/or officer, except to the extent that exculpation from liability is not permitted under the MBCA as in effect when such breach occurred, and except (i) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, or (ii) for any transaction in connection with which such director or officer derived an improper personal benefit. No amendment or repeal of this paragraph shall apply to or have any effect on the liability or alleged liability of any director or officer of the Corporation for or with respect to any acts or omissions of such director or officer occurring prior to such amendment or repeal.

ARTICLE VIII

MISCELLANEOUS

- 8.1. Fiscal Year. Except as otherwise determined from time to time by the Board of Directors, the fiscal year of the Corporation shall in each year end on December 31.
- 8.2. Seal. The seal of the Corporation shall, subject to alteration by the Board of Directors, bear the Corporation's name, the word "Massachusetts" and the year of its incorporation.
- 8.3. Voting of Securities. Except as the Board of Directors may otherwise designate, the Chief Executive Officer, President or Treasurer may waive notice of, and act as, or appoint any person or persons to act as, proxy or attorney-in-fact for the Corporation (with or without power of substitution) at any meeting of the shareholder of any other corporation or organization, the securities of which may be held by the Corporation.
- 8.4. Articles of Organization. All references in these Bylaws to the Articles of Organization shall be deemed to refer to the Articles of Organization of the Corporation, as amended and in effect from time to time.
- 8.5. Severability. Any determination that any provision of these Bylaws is for any reason inapplicable, illegal or ineffective shall not affect or invalidate any other provision of these Bylaws.

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

ARTICLE IX

AMENDMENTS

- (a) The power to make, amend or repeal these Bylaws, in whole or in part, shall be by a Super Majority vote of the Board of Directors, except with respect to any provision thereof which by virtue of an express provision in the MBCA, the Articles of Organization or these Bylaws, requires action by the shareholder.
- (b) Not later than the time of giving notice of the meeting of the shareholder next following the making, amending or repealing by the Board of Directors of any Bylaw, notice stating the substance of the action taken by the Board of Directors shall be given to all shareholders entitled to vote on amending these Bylaws. Any action taken by the Board of Directors with respect to these Bylaws may be amended or repealed by the shareholder.
- (c) Approval of an amendment to these Bylaws that changes or deletes a quorum or voting requirement for action by the shareholder must satisfy both the applicable quorum and voting requirements for action by the shareholder with respect to amendment of these Bylaws and also the particular quorum and voting requirements sought to be changed or deleted.
- (d) A Bylaw dealing with quorum or voting requirements for the shareholder may not be adopted, amended or repealed by the Board of Directors.
- (e) A Bylaw that fixes a greater or lesser quorum requirement for action by the Board of Directors, or a greater voting requirement, than provided for by the MBCA may be amended or repealed by the shareholder, or by the Board of Directors if the Board of Directors is authorized to amend these Bylaws.
- (f) Approval by the Board of Directors of an amendment to these Bylaws that changes or deletes a quorum or voting requirement for action by the Board of Directors must satisfy both the applicable quorum and voting requirements for action by the Board of Directors with respect to amendment of these Bylaws, and also the particular quorum and voting requirements sought to be changed or deleted.

END OF BYLAWS

NATIVE SUN WELLNESS, INC.

AMENDMENT TO AMENDED AND RESTATED BYLAWS

This Amendment to the Amended and Restated Bylaws of Native Sun Wellness, Inc., a Massachusetts corporation (the “Corporation”), is adopted as of May 19, 2022 (this “Amendment”), which amends those certain Amended and Restated Bylaws, adopted as of June 29, 2018 (as amended, the “Bylaws”). Capitalized terms used herein and not otherwise defined shall have the meanings set forth in the Bylaws.

WHEREAS, the Corporation desires to amend the Bylaws upon the terms and conditions set forth in this Amendment and in accordance with the requirements of the Bylaws; and

WHEREAS, this Amendment has been approved and adopted by a Supermajority of the Directors.

NOW, THEREFORE, in consideration of the mutual promises set forth in this Amendment, and other good and valuable consideration the sufficiency of which is hereby acknowledged, the parties hereby amend the Bylaws as follows:

1. **Amendment.** The Bylaws are hereby amended by adding a new Section 2.23, as follows:

Board Observer. While the loan extended under that certain Loan Agreement dated May 5, 2022 (the “EPC Loan”) by and between, among others, the Corporation and EPC Fund I, L.P., a Delaware limited partnership (“EPC”) is outstanding, EPC shall have the right to designate an individual (the “Board Observer”) to attend (in a non-voting, observer capacity without voting rights) each meeting of the Board of Directors or any committee thereof (and to receive from the Corporation, subject to the execution and delivery of a customary confidentiality agreement, copies of all notices, information and other material it provides to the Board of Directors and committees thereof) until such time as the EPC Loan has been repaid. The Board Observer is not entitled or authorized to exercise any control over the operations or decision making of the Corporation or any of its subsidiaries and in no event shall the Board Observer be deemed to be a member of the Board of Directors.

2. **Miscellaneous.**

(a) **Full Force and Effect.** Except as expressly set forth herein, this Amendment does not constitute a waiver or modification of any provision of the Bylaws. Except as expressly amended hereby, the Bylaws shall continue in full force and effect in accordance with the provisions thereof on the date hereof, and each party executing this Amendment acknowledges and agrees that it shall be deemed a party to the Bylaws, as amended by this Amendment. As used in the Bylaws, the terms “this Amendment,” “herein,” “hereof,” “hereinafter,” “hereto” and words of similar import, shall, unless the context otherwise requires, mean the Bylaws as amended by this Amendment. References to the terms “Bylaws” appearing in the exhibits or schedules to the

Bylaws, shall, unless the context otherwise requires, mean the Bylaws as amended by this Amendment.

(b) Headings and Terms. The headings in this Amendment are for purposes of reference only and shall not be considered in construing this Amendment. Terms defined in the singular shall have a comparable meaning when used in the plural, and vice versa.



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

mass.gov/dor

Letter ID: L0732147488
Notice Date: December 28, 2023
Case ID: 0-002-269-443



CERTIFICATE OF GOOD STANDING AND/OR TAX COMPLIANCE



NATIVE SUN WELLNESS, INC.
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 WELLNESS, INC. is in compliance with its tax obligations under Chapter 62C of the Massachusetts General Laws.

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

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

What if I have questions?

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

Visit us online!

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

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

Edward W. Coyle, Jr., Chief
Collections Bureau



Certificate of Compliance

NATIVE SUN WELLNESS, INC
77 RUMFORD AVE STE 1 ... 7
WALTHAM MA 02453-3872

Date: December 29, 2023
Letter ID: L0001118320
Employer ID (FEIN): XX-XXX8834

Certificate ID: L0001118320

The Department of Unemployment Assistance certifies that as of 28-Dec-2023, NATIVE SUN WELLNESS, INC is current in all its obligations relating to contributions, payments in lieu of contributions, and the employer medical assistance contribution established in G.L.c.149,§189.

This certificate expires in 30 days from the date of issuance.

Sincerely,

Katie Dishnica, Director
Department of Unemployment Assistance

Questions?

Revenue Enforcement Unit
Department of Unemployment Assistance
Email us: Revenue.Enforcement@detma.org
Call us: (617) 626-5750



Department of Unemployment Assistance
Commonwealth of Massachusetts
Executive Office of Labor & Workforce Development

IMPORTANT NOTICE

This document contains important information. Please have it translated immediately.

В данном документе содержится важная информация. Вам необходимо срочно сделать перевод документа.

Este documento contiene información importante. Por favor, consiga una traducción inmediatamente.

Docikman sa gen enfòmasyon enpòtan. Tanpri fè yon moun tradwi l touswit.

Questo documento contiene informazioni importanti. La preghiamo di tradurlo immediatamente.

Este documento contém informações importantes. Por favor, traduza-lo imediatamente.

此文件含有重要信息。請立即找人翻譯。

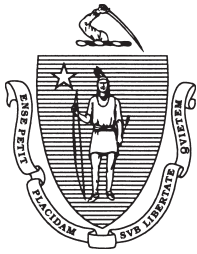
본 문서에는 중요한 정보가 포함되어 있습니다. 본 문서를 즉시 번역하도록 하십시오.

Tài liệu này có chứa thông tin quan trọng. Vui lòng dịch tài liệu này ngay.

ເອກະສານສະບັບນີ້ມີຂໍ້ມູນສຳຄັນ. ກະລຸນາພາກເອກະສານສະບັບນີ້ໄປແປທັນທີ.

ឯកសារនេះមានព័ត៌មានសំខាន់ៗ សូមបកប្រែភ្លាមៗឱ្យបានត្រឹមត្រូវ។

Ce document contient des informations importantes. Veuillez le faire traduire au plus tôt.



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

William Francis Galvin
Secretary of the
Commonwealth

Date: January 02, 2024

To Whom It May Concern :

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

is a domestic corporation organized on **June 29, 2018** , under the General Laws of the Commonwealth of Massachusetts. I further certify that there are no proceedings presently pending under the Massachusetts General Laws Chapter 156D section 14.21 for said corporation's dissolution; that articles of dissolution have not been filed by said corporation; that, said corporation has filed all annual reports, and paid all fees with respect to such reports, and so far as appears of record said corporation has legal existence and is in good standing with this office.



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

William Francis Galvin

Secretary of the Commonwealth

Certificate Number: 23120533850

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

Processed by: ILI



The Commonwealth of Massachusetts
William Francis Galvin

Minimum Fee: \$35.00

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

Articles of Organization

(General Laws, Chapter 180)

Identification Number: 001286914

ARTICLE I

The exact name of the corporation is:

NATIVE SUN WELLNESS, INC.

ARTICLE II

The purpose of the corporation is to engage in the following business activities:

THE CORPORATION IS ORGANIZED AND AT ALL TIMES SHALL BE OPERATED EXCLUSIVELY FOR CHARITABLE, SCIENTIFIC, CIVIC, RELIGIOUS, LITERARY, OR EDUCATIONAL PURPOSES PURSUANT TO MGL CHAPTER 180 § 4.

ARTICLE III

A corporation may have one or more classes of members. If it does, the designation of such classes, the manner of election or appointments, the duration of membership and the qualifications and rights, including voting rights, of the members of each class, may be set forth in the by-laws of the corporation or may be set forth below:

MAY BE SET FORTH IN THE BY-LAWS.

ARTICLE IV

Other lawful provisions, if any, for the conduct and regulation of the business and affairs of the corporation, for its voluntary dissolution, or for limiting, defining, or regulating the powers of the corporation, or of its directors or members, or of any class of members, are as follows:

(If there are no provisions state "NONE")

THE CORPORATION IS ORGANIZED SOLELY FOR THE FURTHERANCE OF ITS NONPROFIT PURPOSES. THE NET EARNINGS OF THE NONPROFIT SHALL NOT INURE TO THE BENEFIT OF ITS MEMBERS, DIRECTORS, OFFICERS, OR OTHER PRIVATE PERSON OR BE DISTRIBUTABLE TO HERETO; HOWEVER, REASONABLE COMPENSATION MAY BE PAID, AT THE AUTHORITY OF THE CORPORATION, FOR SERVICES RENDERED AND PAYMENTS AND DISTRIBUTIONS MAY BE EXECUTED IN FURTHERANCE OF THE NONPROFIT PURPOSES OF THE CORPORATION. IN ACCORDANCE WITH THE STATUTES OF THE COMMONWEALTH OF MASSACHUSETTS, THE BOARD OF DIRECTORS SHALL DISPOSE OF ALL THE ASSETS OF THE CORPORATION EXCLUSIVELY FOR THE PURPOSE OF THE CORPORATION, AFTER PAYING OR MAKING PROVISIONS FOR THE PAYMENT OF ALL OF THE LIABILITIES OF THE CORPORATION, IN THE EVENT OF THE DISSOLUTION OF THE CORPORATION, AS THE BOARD OF DIRECTORS SHALL DETERMINE. THE CORPORATION'S OFFICERS AND DIRECTORS SHALL NOT BE PERSONALLY LIABLE TO THE CORPORATION FOR MONETARY DAMAGES FOR A BREACH OF FIDUCIARY DUTY, O

R ARISING THEREOF, AS AN OFFICER OR DIRECTOR NOTWITHSTANDING ANY PROVISION OF LAW IMPOSING SUCH LIABILITY. HOWEVER, TO THE EXTENT THAT APPLICABLE LAW IMPOSES LIABILITY, THE FOREGOING SHALL NOT ELIMINATE OR LIMIT THE LIABILITY OF AN OFFICER OR DIRECTOR (I) FOR A BREACH OF THE OFFICER'S OR DIRECTOR'S DUTY OF LOYALTY TO THE CORPORATION OR ITS MEMBERS, (II) FOR ACTS OR OMISSIONS NOT IN GOOD FAITH OR WHICH INVOLVE INTENTIONAL MISCONDUCT OR A KNOWING VIOLATION OF THE LAW, OR (III) FOR ANY TRANSACTION FROM WHICH THE OFFICER OR DIRECTOR DERIVED AN IMPROPER PERSONAL BENEFIT. TO THE EXTENT LEGALLY PERMISSIBLE, THE CORPORATION SHALL INDEMNIFY EACH PERSON WHO MAY SERVE OR WHO HAS SERVED – AT ANY TIME – AS AN OFFICER OR DIRECTOR OF THE CORPORATION AGAINST ALL EXPENSES AND LIABILITIES WITHOUT LIMITATION, WHICH SHALL INCLUDE, INTER ALIA, COUNSEL FEES, JUDGMENTS, FINES, EXCISE TAXES, PENALTIES AND SETTLEMENT PAYMENTS, REASONABLY INCURRED BY OR IMPOSED UPON SUCH PERSON IN CONNECTION WITH ANY THREATENED, PENDING OR COMPLETED ACTION, SUIT OR PROCEEDING IN WHICH HE OR SHE MAY BECOME INVOLVED BY REASON OF HIS OR HER SERVICE IN SUCH CAPACITY. HOWEVER, NO INDEMNIFICATION WILL BE PROVIDED FOR ANY SUCH PERSON WITH RESPECT TO ANY MATTER IN WHICH THE INDIVIDUAL SHALL HAVE BEEN FINALLY ADJUDICATED TO HAVE NOT ACTED IN GOOD FAITH WITH THE REASONABLE BELIEF THAT SUCH ACTION WAS IN THE BEST INTERESTS OF THE CORPORATION IN ANY PROCEEDING. FURTHER, A MAJORITY VOTE OF A QUORUM OF DIRECTORS WHO ARE NOT AT THAT TIME PARTIES TO THE PROCEEDING SHALL APPROVE ANY COMPROMISE OR SETTLEMENT PAYMENT THEREOF. THE INDEMNIFICATION HEREUNDER PROVIDED WILL INURE TO THE BENEFIT OF THE HEIRS, EXECUTORS, AND ADMINISTRATORS OR OTHER INDIVIDUALS ENTITLED TO INDEMNIFICATION. UNDER THE AUTHORITY OF THIS ARTICLE, THE RIGHT OF INDEMNIFICATION SHALL BE IN ADDITION TO – NOT EXCLUSIVE OF – ALL OTHER RIGHTS TO WHICH ANY INDIVIDUAL MAY BE ENTITLED. AS BETWEEN THE CORPORATION AND ITS INDEMNIFIED OFFICERS AND DIRECTORS, THIS ARTICLE CONSTITUTES A CONTRACT. AMENDMENTS TO OR REPEALS OF THE PROVISIONS OF THIS ARTICLE THAT ADVERSELY AFFECT THE RIGHTS OF AN INDEMNIFIED OFFICER OR DIRECTOR SHALL NOT APPLY TO ANY SUCH OFFICER OR DIRECTOR WITH RESPECT TO THOSE ACTS OR OMISSIONS THAT OCCURRED AT ANY TIME PRIOR TO SUCH AMENDMENT OR REPEAL.

Notes: The preceding four (4) articles are considered to be permanent and may only be changed by filing appropriate Articles of Amendment.

ARTICLE V

The by-laws of the corporation have been duly adopted and the initial directors, president, treasurer and clerk or other presiding, financial or recording officers, whose names are set out on the following page, have been duly elected.

ARTICLE VI

The effective date of organization of the corporation shall be the date approved and filed by the Secretary of the Commonwealth. If a *later* effective date is desired, specify such date which shall not be more than *thirty days* after the date of filing.

ARTICLE VII

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

a. The street address (*post office boxes are not acceptable*) of the principal office of the corporation in Massachusetts is:

No. and Street: 67 KEMBLE STREET, SUITE 2.3
City or Town: BOSTON State: MA Zip: 02119 Country: USA

b. The name, residential street address and post office address of each director and officer of the

corporation is as follows:

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code	Expiration of Term
PRESIDENT	TIMOTHY CARABOOLAD	110 STUART STREET, APT. 18C BOSTON, MA 02116 USA 110 STUART STREET, APT. 18C BOSTON, MA 02116 USA	Until successors are duly elected and qualified
TREASURER	GEOFFREY BERNSTEIN	22 LIBERTY DRIVE, UNIT 8H BOSTON, MA 02210 USA 22 LIBERTY DRIVE, UNIT 8H BOSTON, MA 02210 USA	Until successors are duly elected and qualified
CLERK	MARK SCHUPARRA	26 MOUNT VERNON STREET, UNIT 3 BOSTON, MA 02125 USA 26 MOUNT VERNON STREET, UNIT 3 BOSTON, MA 02125 USA	Until successors are duly elected and qualified
DIRECTOR	TIMOTHY CARABOOLAD	110 STUART STREET, APT. 18C BOSTON, MA 02116 USA 110 STUART STREET, APT. 18C BOSTON, MA 02116 USA	Until successors are duly elected and qualified
DIRECTOR	MARK SCHUPARRA	26 MOUNT VERNON STREET, UNIT 3 BOSTON, MA 02125 USA 26 MOUNT VERNON STREET, UNIT 3 BOSTON, MA 02125 USA	Until successors are duly elected and qualified
DIRECTOR	GEOFFREY BERNSTEIN	22 LIBERTY DRIVE, UNIT 8H BOSTON, MA 02210 USA 22 LIBERTY DRIVE, UNIT 8H BOSTON, MA 02210 USA	Until successors are duly elected and qualified

c. The fiscal year (i.e., tax year) of the business entity shall end on the last day of the month of:
December

d. The name and business address of the resident agent, if any, of the business entity is:

Name: VALERIO ROMANO
No. and Street: 1400 HANCOCK STREET, 3RD FLOOR
City or Town: QUINCY State: MA Zip: 02169 Country: USA

I/We, the below signed incorporator(s), do hereby certify under the pains and penalties of perjury that I/we have not been convicted of any crimes relating to alcohol or gaming within the past ten years. I/We do hereby further certify that to the best of my/our knowledge the above-named officers have not been similarly convicted. If so convicted, explain:

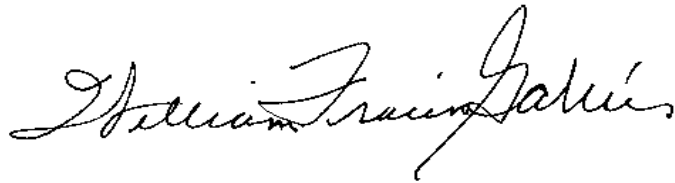
IN WITNESS WHEREOF AND UNDER THE PAINS AND PENALTIES OF PERJURY, I/we, whose signature(s) appear below as incorporator(s) and whose name(s) and business or residential address (es) beneath each signature do hereby associate with the intention of forming this business entity under the provisions of General Law, Chapter 180 and do hereby sign these Articles of Organization as incorporator(s) this 16 Day of August, 2017. (If an existing corporation is acting as incorporator, type in the exact name of the business entity, the state or other jurisdiction where it was incorporated, the name of the person signing on behalf of said business entity and the title he/she holds or other authority by which such action is taken.)

DAVID M. ULLIAN, ESQ. VICENTE SEDERBERG, LLC 1400 HANCOCK STREET, 3RD FLOOR QUINCY, MA 02169 ATTORNEY FOR NATIVE SUN WELLNESS, INC.

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:

August 16, 2017 04:15 PM

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

WILLIAM FRANCIS GALVIN

Secretary of the Commonwealth

Plan for Obtaining Liability Insurance

Summary

In accordance with 935 CMR 501.105(10), Native Sun Wellness, Inc. ("Native Sun") 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 will consider additional coverage based on availability and cost-benefit analysis.

If adequate coverage is unavailable at a reasonable rate, Native Sun 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 ten business days of any expenditure. Native Sun 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 WELLNESS, INC.

Business Plan

Revised 1/02/2024

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1. EXECUTIVE SUMMARY

1.1 Mission Statement and Message from the CEO

Native Sun Wellness, Inc. (“NSW”) is a Medical Marijuana Treatment Center (“**MTC**”) committed to creating a safe and clean community environment providing consistent, high-quality cannabis to Qualified Patients and Caregivers who are registered with the state of Massachusetts Medical Marijuana Program.

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

1.2 Product

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

NSW will also utilize the Massachusetts wholesale market to supplement the menu with a wide range of products from vendors licensed with the CCC.

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

- TOPICAL SALVES
- CREAMS/LOTIONS
- PATCHES
- ORAL MUCOSAL/SUBLINGUAL DISSOLVING TABLETS
- TINCTURES
- PRE-DOSED OIL VAPORIZERS
- INGESTION CAPSULES
- FOOD/BEVERAGES

1.3 Patients and Caregivers

NSW's target clients include regular and occasional marijuana product patients and caregivers who are looking to purchase premium Marijuana products in a clean, safe environment from knowledgeable and friendly salespeople. NSW has a strong focus on the medicinal aspects of cannabis and intends to educate our clients to safely and responsibly consume the products they purchase from our store.

1.4 What Drives Us

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

We would like to be a pillar of the community for patients and caregivers by offering more than just the best quality products. We strive to provide exceptional service, educational care, and support that exceed expectations and standards. By providing educational materials and information, we hope to make a positive change and impact on each and every person who visits Native Sun Wellness.

2. COMPANY DESCRIPTION

2.1 Structure

Native Sun Wellness, Inc. (“NSW”) is a Massachusetts domestic for-profit corporation that is applying for a License from the Commission to operate an MTC in the Commonwealth, committed to creating a safe and clean community environment and that provides consistent, high-quality cannabis to registered, qualifying patients and their caregivers.

A Vertically Integrated Medical Marijuana Treatment Center operating a Medical Marijuana Dispensary at 37 Coolidge St. Hudson, MA, with cultivation and product manufacturing operations at 140 Industrial Rd. Fitchburg, MA.

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

2.2 Operations

NSW’s corporate office is located at 77 Rumford Ave, Suite 7, Waltham, MA 02453. Through Native Sun Holdings (“NSH”), NSW has secured binding interests in four properties in the Commonwealth of Massachusetts.

1. 140 Industrial Road, Fitchburg, MA

Before taking over the facility, it was used as a furniture manufacturing plant and remains in good condition. Retrofitting the facility to our Cultivation and Manufacturing plant in full compliance with local and CCC regulations is relatively straightforward.

The facility encompasses 70,000 square feet, with approximately 60,000 square feet dedicated exclusively to cultivation and approximately 10,000 square feet of space to support cultivation efforts such as trimming, storage, and packaging.

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

The Fitchburg Cultivation and Manufacturing Plant is a joint venture partnership with PrimeTime Cap. The company is seeking to obtaining medical licensure for this facility to allow for medical cannabis cultivation and product manufacturing for this location so that it would be a co-located cultivation and product manufacturing facility.

2. 37 Coolidge Street, Hudson, MA

The property was previously a vacant lot before the facility's construction. NSW has a long-term lease on the property and has worked with an architect, design consultants, and local officials to build a store that matches the ideal picture of a community dispensary store. The facility encompasses 4,600 square feet, with approximately 2,300 square feet dedicated exclusively to retail operations. This location currently serves adult-use cannabis patrons who may walk in to shop or reserve an order online to pick up in-store. The company is pursuing medical licensure from the CCC for this facility to operate as a co-located dispensary.

3. 120 Granite Street, Braintree, MA

The property is currently a vacant Pier One Imports. Native Sun has a standing lease on the property and is working with an architect, design consultants, contractors, and local officials to build a store that matches the ideal picture of a community dispensary store. This location will serve as a medical marijuana treatment center dispensing cannabis to qualifying patients and caregivers. Approximately 5,700 square feet of the 12,000 square feet of the facility will be dedicated exclusively to retail operations, and the other 6,000 square feet will be sublet to a non-cannabis business.

4. 1320 South Washington Street, North Attleboro, MA

The property was previously owned by J.E. Case Construction and Materials. The facility encompasses 7,500 square feet, with approximately 1,700 square feet dedicated to retail space. Since purchasing, the building has been fully reconstructed to accommodate a spacious retail area with a large garage bay to intake product deliveries safely. This location will serve as an adult-use dispensary where customers may either walk in to shop or reserve products ahead of time using our online ordering platform.

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

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

No marijuana product, including marijuana, will be sold or otherwise marketed that is not tested by Independent Testing Laboratories except as allowed under **935 CMR 501.000**.

NSW will maintain records, including all required in any section of **935 CMR 501.000**, which will be available for inspection by the Commission upon request. The records will be maintained following generally accepted accounting principles. Records will be maintained for at least 12 months or longer, depending on the recordkeeping requirements under **935 CMR 501.000**.

NSW will obtain and maintain general liability insurance coverage for no less than \$1,000,000 per occurrence and \$2,000,000 in aggregate annually and product liability insurance coverage for no less than \$1,000,000 per occurrence and \$2,000,000 in aggregate annually, except as provided in **935 CMR 501.105(10)(a)** or otherwise approved by the Commission. The deductible for each policy will be no higher than \$5,000 per occurrence.

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

NSW 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, NSW will provide proof of having obtained a surety bond in an amount equal to its licensure fee payable to the Marijuana Regulation Fund to ensure payment of the cost incurred for the destruction of cannabis goods necessitated by a violation of St. 2016, c. 334, as amended by St. 2017, c. 55 or **935 CMR 501.000** or the cessation of operation of NSW.

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

We have Community Host Agreements in place with the City of Fitchburg, the Town of Hudson, the Town of North Attleboro, and the Town of Braintree. We have provisional licenses for Native Sun Braintree.

We have commenced operations for Native Sun Wellness Inc. in Hudson, 140 Industrial Road, LLC in Fitchburg, and Holland Brands NA LLC d/b/a Native Sun in North Attleboro.

### **2.3 Security**

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

NSW's state-of-the-art security system will consist of perimeter windows and 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 active alarms remain operational if the primary system is compromised. Security equipment will be tested monthly.

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 CCC and Municipal Police Departments upon request. These surveillance cameras will remain operational even during 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. Exterior doors will remain locked at all times, and all persons will have their identification checked upon entry to confirm that all persons who enter are either registered patients, caregivers, or authorized visitors confirmed to be 21 or older. Anyone who cannot provide a valid form of identification will not be permitted inside the facility.

Only NSW's registered agents and other authorized visitors (e.g., contractors and vendors) will be allowed access to the facility's Limited Access Areas, and a visitor log will be maintained in perpetuity to document all visitors escorted by a registered agent in such areas. Any visitors will be provided with a visitor's pass that must be worn visibly at all times when inside the facility. The visitor's pass will be returned to the registered agent upon departure.

All agents must have their CCC Agent ID badge worn visibly at all times while at the licensed premises. NSW will maintain a current list of individuals with access, and limited access areas will be accessible to authorized personnel.

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

### **2.4 Benefits to the Municipality**

NSW looks forward to working cooperatively with our host communities of Fitchburg, North

Attleboro, Braintree, and Hudson to ensure that NSW operates as a responsible, contributing member of the community. NSW anticipates establishing a mutually beneficial relationship with municipalities in exchange for permitting NSW to site and operate within them. The municipalities stand to benefit in various ways, including but not limited to the following:

- Jobs
  - Our cultivation and manufacturing facility in Fitchburg will add 40-50 full-time jobs, in addition to hiring qualified local contractors and vendors.
  - Our co-located facility in Hudson will add 10-15 full-time jobs in addition to hiring qualified local contractors and vendors.
  - Our medical facility in Braintree will add 10-15 full-time jobs at each location in addition to hiring qualified local contractors and vendors.
  - Our retail facility in North Attleboro will require about 25-30 full-time employees in addition to hiring qualified local contractors and vendors.
- Monetary Benefits
  - Each license under Native Sun will partner with a local non-profit organization in which \$1,000 per month will be given to each organization after beginning operations:
    - Hudson/Fitchburg/North Attleboro - Making Opportunities Count, whose mission is to empower families to achieve economic security by eliminating barriers and creating opportunities.
    - Braintree - 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.
- Access to Quality Products
  - NSW will allow registered patients and caregivers in the Commonwealth to have access to high-quality marijuana and marijuana products that are tested for cannabinoid content and contaminants. All test results will be available to share with NSW employees who may provide to patients and caregivers upon request.
- Control
  - In addition to the CCC, the Municipal Police Departments and other municipal departments will oversee NSW's security systems and processes.
- Responsibility
  - NSW is composed of experienced cultivators and professionals who will be thoroughly background checked and scrutinized by the CCC.
- Economic Development
  - NSW's building of the Hudson retail dispensary and renovation of the Fitchburg facility will revitalize their areas. All of our locations, build-outs, and operations will contribute

to the overall economic development of the local community.

## **2.5 Zoning**

- **Cultivation and Manufacturing in Fitchburg**

NSW's cultivation and processing facility is located at 140 Industrial Road in the City of Fitchburg. Following the Fitchburg Zoning Code, the location is in the Industrial zoning district designated for marijuana cultivation and processing facilities. The location complies with all applicable provisions of the Zoning Code and is in good standing with all local authorities.

- **Retail Dispensary in Hudson**

Native Sun's retail dispensary is located at 37 Coolidge Street in Hudson. The facility's location is appropriately zoned as Limited Commercial and Light Industrial District (LCI), following local ordinances. The location is not within 500 feet of any school, daycare center, or afterschool facility. It has sufficient buffer from any places construed as places where children commonly congregate, as outlined in the Zoning Ordinance. The location complies with all applicable provisions of the Zoning Ordinance and is in good standing with all local authorities.

- **Medical Marijuana Dispensary Braintree**

Native Sun Braintree will be a Medical Marijuana Treatment Center at 120 Granite Street in Braintree. In accordance with local ordinances, the proposed location will be medical only and will only serve those with active Medical Marijuana registrations in the state of Massachusetts. The location is not within 500 feet of any school, daycare center, or afterschool facility. It has sufficient buffer from any places construed where children commonly congregate, as outlined in the Zoning Ordinance. The proposed location will also comply with all applicable provisions of the Zoning Ordinance, as the Planning Board and Building Department will confirm during the Administrative Site Plan Review approval process.

- **Retail Dispensary in North Attleboro**

Holland Brands LLC d.b.a Native Sun North Attleboro is located at 1320 South Washington Street in North Attleboro, MA. In accordance with the local zoning of North Attleboro, a buffer area of three hundred (300) feet shall be measured in a straight line from the nearest point of the facility in question to the nearest point of the proposed Marijuana Establishment. The three-hundred-foot buffer shall apply to houses of worship, public and private K-12 schools, and

licensed daycare facilities. When the proposed Marijuana Establishment is near athletic fields or play structures, a three-hundred-fifty (350) foot buffer shall be measured from the edge of the athletic field or the nearest play structure. The location is not within 350 feet of any school, daycare center, or afterschool facility. It has sufficient buffer from any places construed as places where children commonly congregate, as outlined in the Zoning Ordinance. The location complies with all applicable provisions of the Zoning Ordinance and is in good standing with all local authorities.

### **3. MARKET RESEARCH**

#### **3.1 Market**

In Massachusetts, Medical Cannabis sales in 2023 reached \$216.8, and total Medical Cannabis sales from November 2018 to December 2023 were \$1.19 Billion, according to the CCC's data

#### **3.2 Competitors**

NSW's competitors include any vertically integrated and co-located ME/RMD companies intending to cultivate, process, and sell marijuana products in the Commonwealth.

#### **3.3 Competitive Advantage**

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

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

#### **3.4 Regulations**

NSW is a Marijuana Establishment, consistent with the objectives of St. 2016, c. 334, as amended by St. 2017, c. 55, **935 CMR 500.000** and **935 CMR 501.000**.

NSW is registered to do business in the Commonwealth as a domestic business corporation or another domestic business entity in compliance with **935 CMR 501.000** and maintains the corporation in good standing with the Massachusetts Secretary of the Commonwealth, the Department of Revenue, and the Department of Unemployment Assistance.

NSW maintains all state and local permits and approvals required to renovate and operate the facility. NSW also works cooperatively with municipal departments to ensure that the facility complies with all state and local codes, rules, and regulations with respect to design, renovation, operation, and security.

## 4. PRODUCT / SERVICE

### 4.1 Product & Service

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

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

- Any edible marijuana product that is made to resemble a typical food or beverage product must be packaged and labeled as required by M.G.L. c. 94G, § 4(a½)(xxvi) and 935 CMR 501.105(5) and (6).
- NSW does not manufacture edibles in the following shapes:
  - The distinct shape of a human, animal, or fruit; or
  - A shape that bears the likeness or contains characteristics of a realistic or fictional human, animal, or fruit, including artistic, caricature, or cartoon renderings.
- NSW may manufacture edible marijuana products that are geometric shapes and simply fruit-flavored.

Edibles are listed including the shape, color, form, type, and flavor

- *Chocolate Bars (rectangular; brown; dark chocolate)*
- *Gummies (cube; green, red, pink, blue, purple; green apple, cherry, watermelon, blue raspberry, blackberry)*
- *Mints (oval; white; peppermint, ginger mint, lavender mint)*
- *Hard Candies (oval; orange, pink, red, yellow; tangerine, watermelon, cherry, lemon)*

Beverages are listed including the type, and flavor

- *Soft drinks (cola, ginger beer, cherry vanilla)*
- *Seltzer (various flavors)*
- *NSW will package marijuana beverages in a single serving size, the beverages may be sold as packs, but each individual serving will be one can or container of beverage.*

### Products Offered

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

- Dissolving tablets and strips, tinctures, nasal/oral sprays, suppositories, and other marijuana products designed to be absorbed through the body's mucus membranes;
- Ready-to-use extracted cannabis and hash distillates, oils, waxes, shatters, budders, live resins, saps, taffies, crumbles, moon rocks and other whole-plant cannabis and terpene extracts designed to be preheated and absorbed by inhalation, to be sold as stand-alone products or in pre-dosed vaporizers;

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

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

## 5. MARKETING & SALES

### 5.1 Growth Strategy

NSW plans to grow its business and clientele through strategic partnerships and educational outreach. The company strives to bring quality cannabis to Massachusetts patients, caregivers, and consumers in and around Hudson, North Attleboro, and Braintree.

### 5.2 Communication

NSW engages in reasonable marketing, advertising, and branding practices that are not otherwise prohibited in **935 CMR 501.105(4)(b)** and **500.105(4)(b)** that do not jeopardize the public health, welfare, or safety of the general public or promote the diversion of marijuana or marijuana use in individuals younger than 21 years old. Any such marketing, advertising, and branding created for viewing by the public will include the statement “Please Consume Responsibly” in a conspicuous manner on the face of the advertisement and will include a minimum of two of the warnings, in accordance with at **935 CMR 501.105(4)(a)** and **500.105(4)(a)** in their entirety in a conspicuous manner on the face of the advertisement.

All marketing, advertising, and branding produced by or on behalf of NSW will include the following warning, including capitalization, in accordance with M.G.L. c. 94G, § 4(a½)(xxvi): *“This product has not been analyzed or approved by the Food and Drug Administration (FDA). There is limited information on the side effects of using this product, and there may be associated health risks. Marijuana use during pregnancy and breastfeeding may pose potential harm. 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 the 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 at 1-800-222-1222 or 9-1-1. This product may be illegal outside of MA.”*

NSW communicates with its customers by email, Facebook, Instagram, and other social media applications. NSW’s website will require anyone who wishes to access the website to verify that the entrant is a Qualifying Patient or Caregiver or that the entrant is 21 years of age or older in accordance with **935 CMR 501.105(4)(b)(8)** and **935 CMR 500.105(4)(b)(8)**.

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

### 5.3 Sales

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

Packaging for marijuana products sold or displayed for consumers in multiple servings will allow a consumer to perform the division into single servings easily and include the following statement on the exterior of the package in a printed font that is no smaller than ten-point Times New Roman, Helvetica or Arial, including capitalization: “INCLUDES MULTIPLE SERVINGS.” NSW will not sell multiple-serving beverages, and each single serving of an edible marijuana product contained in a multiple-serving package will be marked, stamped, or otherwise imprinted with the symbol issued by the Commission under **935 CMR 501.105(5)** that indicates that the single serving is a marijuana product.

### 5.4 Logo

NSW has developed a logo for labeling, signage, and other materials such as letterhead and distributed materials. The logo is discreet, unassuming, and does not use medical symbols. Images of marijuana, related paraphernalia, or colloquial references to cannabis or marijuana. See below for examples:





## 6. FINANCIAL PROJECTIONS

NSW's first full fiscal year as an MTC commenced on Jan 1, 2025.

| Fiscal Year                                         | FISCAL YEAR<br>PROJECTIONS<br>2024 | FISCAL YEAR<br>PROJECTIONS<br>2025 | FISCAL YEAR<br>PROJECTIONS<br>2026 |
|-----------------------------------------------------|------------------------------------|------------------------------------|------------------------------------|
| Projected Revenue*                                  | \$5,107                            | \$5,209                            | \$ 5,730                           |
| Projected Expenses*                                 | \$4,067                            | \$4,307                            | \$4,737                            |
| VARIANCE:*                                          | \$1,040                            | \$900                              | \$993                              |
| * (x1000)                                           |                                    |                                    |                                    |
| Number of customer visits<br>for the year           | 87,257                             | 87,257                             | 88,219.46                          |
| Projected % of customer<br>growth rate annually     | 0.0%                               | 0.0%                               | 1.1%                               |
| Estimated purchased ounces<br>per visit             | .35                                | .35                                | .35                                |
| Estimated cost per ounce                            | \$177.34                           | \$177.34                           | \$177.34                           |
| Total FTEs in staffing                              | 13                                 | 13                                 | 13                                 |
| Total marijuana inventory for<br>the year (in lbs.) | 1700                               | 1700                               | 1700                               |
| Total marijuana sold for the<br>year (in lbs.)      | 1545                               | 1567                               | 1599                               |

## **7. TEAM**

### **7.1 General**

NSW has put together a team to implement the operations of its Marijuana Establishments. NSW currently employs approximately 90 full-time staff members. No individual on the NSW team is a controlling person over more than three licenses in a particular class of license.

### **7.2 About the Founder and the Board of Directors -**

#### **Tim Caraboolad**

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

#### **Geoff Caraboolad**

Geoffrey is the President and CEO of Metric Corporation. As both a builder and a developer, Geoff brings a unique viewpoint to Metric, offering firsthand construction experience as well as insight from the owner’s perspective. He collaborates with clients and their designers from inception, contributing a wealth of knowledge to establish the groundwork for success. A carpenter by trade and a perfectionist by nature, Geoff is actively engaged with each project; weekly updates keep him apprised of the status, giving him the opportunity to offer his expertise so projects stay on track.

#### **Geoff Bernstein**

Geoff currently serves as founder and General Partner at Indicator Ventures, a Boston and NYC-based venture capital firm. Prior to founding Indicator Ventures, Geoff founded and ran Borderless Ventures, an advisory and consulting business catering to early-stage businesses. For his clients, Geoff wrote business plans, investor presentations, and marketing plans, built corporate models, negotiated terms and helped raise seed funding. For one of his clients, he advised the management and board throughout a buyout offer from an international, publicly listed pharmaceutical company. Previously, Geoff was an associate and member of the Investment Committee at HighVista

Strategies, a Boston-based hedge fund with \$5 billion in assets under management. Geoff was responsible for sourcing and analyzing investment opportunities across multiple sectors and asset classes, focusing primarily on illiquid investments including real estate, infrastructure, private equity and venture capital. Geoff was also responsible for analyzing and presenting portfolio construction and performance to clients with the investor relations team. Before moving to the buy-side, Geoff spent four years in Leveraged Finance and Debt Capital Markets at Jefferies & Company, where he helped underwrite over \$10 billion in high yield bonds and leveraged loans for businesses across all industries. Geoff is currently on the Boards of Shibumi and Nimble and Advisory Boards of Unikrn and Caplinked. Geoff is actively involved in the Boston community, where he is on the Board of Trustees of the Boys & Girls Clubs of Boston and is Chair of the Leadership Council for the young professionals group, the Board of Overseers at Beth Israel Deaconess Medical Center, and previously the Board of Trustees at Meadowbrook School of Weston.

## **Summary**

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 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'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'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'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'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'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'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  $\mu\text{mol/J}$  (micromoles per joule).

If Native Sun is looking to use horticultural lighting not included on the Horticultural QPL or other similar list approved by the Commission, Native Sun 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.

### HVAC

Native Sun'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 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 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 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 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 will regularly check for such guidelines and continue to follow the Commission's standards.

## Maintaining Financial Records

### Summary

Native Sun Wellness, Inc's ("Native Sun" or "NSW") 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.
- All sales recording requirements under **935 CMR 501.140(5)** 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 data, and maintaining records, available to the Commission upon request, that the monthly analysis has been performed;
    - If Native Sun 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:
      - NSW will immediately disclose the information to the Commission;
      - NSW will cooperate with the Commission in any investigation regarding manipulation or alteration of sales data and
      - Take such other action directed by the Commission to comply with **935 CMR 501.000**.
  - 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 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

### **Maintaining Financial Records**

tax laws, and **935 CMR 501.000**. Additional written business records will be kept, including, but not limited to, records of:

- Compliance with liability insurance coverage or maintenance of escrow requirements under **935 CMR 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.

- **License Renewal Records**

- Native Sun 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 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.

## **Personnel Policies & Background Checks**

### **Overview**

Native Sun Wellness Inc. ("Native Sun" or "NSW") will securely maintain personnel records, including registration status and background check records. Native Sun 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**.

### ***Equal Employment Opportunity***

In order to provide equal employment and advancement opportunities, employment decisions at Native Sun will be based on merit, qualifications and abilities and does not discriminate employment opportunities based on race, sex, color, age, national origin, ancestry, sexual orientation, handicap, disability, genetic information, pregnancy, marital status, gender identity/expression, religion, creed, veteran's status, national guard or reserve unit obligations or other protected status.

Employees can raise concerns and make reports without fear of reprisal. Anyone found to be engaging in any type of unlawful discrimination will be subject to disciplinary action, up to and including termination of employment.

### **Employee Registration**

Prior to beginning employment all Native Sun employees are required to meet with our Human Resources Director to complete the following paperwork:

1. Federal Forms W-4 (tax withholding certificate)
2. I-9 Employment Eligibility Verification; employees must provide with documentation of identity and employment eligibility as listed on Form I-9
3. A CORI and comprehensive background check completed by Creative Solutions Inc.
4. Completed CCC issued paperwork to register and obtain an agent registration card ongoing employment is subject to the employees registration requirements set forth by the CCC, agent cards must be renewed annually by Native Sun in order for the employee to continue working.

### **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 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 Policies & Background Checks

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 accordance with **935 CMR 501.030(c)** Registration of Medical Marijuana Treatment Center Agents, background checks will be conducted for each agent who will be employed by Native Sun.

- In addition to completing the Commission's agent registration process, all agents hired to work for Native Sun will undergo a detailed background investigation prior to being granted access to a Native Sun facility or beginning work duties.
- Background checks will be conducted on all agents in their capacity as employees or volunteers for Native Sun 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 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 501.802, Suitability Standard for Registration as a Medical Marijuana Treatment Center Agent.
  - a. 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 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

## **Personnel Policies & Background Checks**

- 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 or the Commission.

### **Personnel Policies and Training**

As outlined in Native Sun'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 agents are required to complete training as detailed in Native Sun's Qualifications and Training plan which includes but is not limited to Native Sun'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).

### **Staffing Plan and Business Hours**

#### *Hiring and Recruitment*

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

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

#### *Training*

All staff hired for employment at Native Sun will be trained after onboarding in accordance with 935 CMR 501.105(2), ensuring that Responsible Vendor Training is completed within 90 days of hire. All Native Sun employees that are registered as Marijuana Establishment Agents are required to complete and pass the course within the designated time period. This course will have to be renewed annually in order

## **Personnel Policies & Background Checks**

to stay compliant with the current regulation requirements. Documentation of RVT completion must be retained with each agent's personnel records.

### *Standards of Conduct*

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

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

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

### *Sexual Harassment*

As defined in the state of Massachusetts, "Sexual Harassment" means sexual advances, requests for sexual favors, and verbal or physical conduct of a sexual nature when:

- (a) submission to or rejection of such advances, requests or conduct is made either explicitly or implicitly a term or condition of employment or as a basis for employment decisions; or,
- (b) such advances, requests or conduct have the purpose or effect of unreasonably interfering with an individual's work performance by creating an intimidating, hostile, humiliating or sexually offensive work environment.

Retaliation against an individual who has complained about sexual harassment, and retaliation against individuals for cooperating with an investigation of a sexual harassment complaint is unlawful and will not be tolerated by Native Sun.

### *Violence and Weapons in the Workplace*

Any and all acts of violence in the workplace will result in immediate dismissal of the employee, customer, or parties involved. Law enforcement will be contacted immediately in the case of a violent event. Native Sun strictly prohibits employees from making threats or engaging in violent acts. Prohibited conduct includes, but is not limited to: (i) injuring another person physically, (ii) engaging in behavior that creates a reasonable fear of injury in another person, (iii) engaging in behavior that subjects another individual to extreme emotional distress, (iv) threatening to injure an individual or damage property and (v) committing acts motivated by, or related to sexual harassment.

Weapons are not permitted on site by employees, customers, or other parties. In addition, Native Sun employees who hold a license to carry a concealed weapon are prohibited from carrying a weapon while on duty. Employees found carrying weapons on Native Sun facilities will be immediately terminated.

## **Personnel Policies & Background Checks**

Customers found carrying weapons on the premises will be asked to leave and/or the police will be notified accordingly.

### *Complaints of Harassment or Violence in the Workplace*

If any of our employees believes that he or she has witnessed or have been subjected to harassment, the employee has the right to file a complaint with Native Sun. This may be done in writing or orally.

Employees who would like to file a complaint may do so by contacting the Manager/Assistant Manager of the location and/or Human Resources Manager at the main office. If reported to the Manager/Assistant Manager, the Manager/Assistant Manager must file a complaint with the Human Resources Manager.

### *Social Media*

Employees will be asked to follow some basic guidelines regarding social media such as refraining from posting images that show the inside of the dispensary. Employee's are also discouraged from posting dates of new product releases or any sensitive information.

Employees are allowed to tag @nativesuncannabis in a post as long as there are no privacy violations. Employees are also allowed to repost anything that has already been posted to Native Sun's social media pages.

### *At-Will Employment*

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

### *Workplace Attire*

The required attire for registered agents at Native Sun varies based upon required duties. New hire training and the onboarding process will go over the workplace attire specific to each role and the department manager will be responsible for ensuring compliance with all requirements is met. Details on the Dress Code can be found in the Native Sun Employee Handbook.

### **Business Hours for Native Sun Wellness, Inc.**

- Monday: 9am-10pm Medical Dispensary / 7am-6pm Cultivation
- Tuesday: 9am-10pm Medical Dispensary / 7am-6pm Cultivation
- Wednesday: 9am-10pm Medical Dispensary / 7am-6pm Cultivation
- Thursday: 9am-10pm Medical Dispensary / 7am-6pm Cultivation
- Friday: 9am-10pm Medical Dispensary / 7am-6pm Cultivation
- Saturday: 9am-10pm Medical Dispensary / 7am-6pm Cultivation
- Sunday: 9am-10pm Medical Dispensary / 7am-6pm Cultivation

### **Overview of Personnel Policies and Procedures**

#### *Standard Employment Practices*

## **Personnel Policies & Background Checks**

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

### *Advancement*

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

### *Written Policies*

Native Sun's written policies will address, inter alia, the Family and Medical Leave Act (FMLA), the Consolidated Omnibus Budget Reconciliation Act (COBRA), equal employment opportunity, discrimination, harassment, the Employee Retirement Income Security Act (ERISA), disabilities, maintenance of personnel files, privacy, email policy, 935 CMR 501.000 et. Seq., holidays, hours, sick time, personal time, overtime, performance reviews, disciplinary procedures, working hours, pay rates, bonuses, veteran preferences, drug and alcohol free workplace, personnel policies, military leaves of absence, bereavement leave, jury duty, CORI checks, smoking, and compliance hotline.

### *Investigations*

Native Sun will set forth policies and procedures to investigate any complaints or concerns identified or raised internally or externally in order to stay in compliance with 935 CMR 501.000 et. seq.

### *Designated Outside Counsel*

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

## **Job Status**

### *Job Classifications*

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

### *Work Schedules*

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

### *Mandatory Meetings*

There will be a mandatory reoccurring company-wide meeting on a monthly basis. All required personnel will be notified of their required attendance. Staff who do not attend a mandatory meeting and do not have

## **Personnel Policies & Background Checks**

an excused absence to miss the scheduled meeting may be subject to disciplinary action. Certain personnel may not be required to attend. Each department will have a mandatory weekly meeting schedule by the department manager. The department managers will provide agendas for all meetings and will report to their executive manager.

### *Breaks*

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

### *Performance Reviews*

Performance reviews will be conducted by executive or department managers. Reviews will be conducted at 30/60/90 day intervals for new full and part time employees and gives the chance to discuss performance, goals and any potential future opportunities with their supervisor(s). Employees will also have an annual performance review that will be conducted each calendar year. A written synopsis must be provided to, and signed by, the employee under review. Reviews must be retained in each employee's employment file. Performance reviews must take into account positive performance factors and areas requiring improvement. Scoring systems may be utilized to help reflect the employee's overall performance.

### *Leave Policies*

Native Sun leave policies will comport with all state and federal statutes.

All full-time employees will receive two 40-hour weeks of paid vacation per annum. Additional leave must be requested at least 2 weeks in advance and approved by the employee's department manager.

Native Sun will determine which holidays will be observed and which departments will not be required to work.

Native Sun will offer maternity leave. Additional leave will not be paid and must be approved by the department manager. Parental Leave: Full-time employees are eligible for eight (8) weeks of unpaid parental leave under the Massachusetts Parental Leave Statute. Employees must complete 90 days of employment to be eligible. Employees are required to give a minimum two weeks written notice prior to departure.

Native Sun provides family leaves of absence (also referred to as FMLA - Family Medical Leave Act) without pay to eligible employees who wish to take time off from work duties to fulfill family obligations relating directly to childbirth, adoption, or placement of a foster child; or to care for a child, spouse, or parent with a serious health condition. A serious health condition means an illness, injury, impairment, or physical or mental condition that involves inpatient care in a hospital, hospice, or residential medical care facility; or continuing treatment by a healthcare provider. Employees who have worked at Native Sun for at least twelve (12) months and at least one-thousand two hundred and fifty (1,250) hours in twelve months prior to the leave request. More details regarding FMLA and the amount of leave allotted to Native Sun employees may be reviewed in the Employee Handbook.

Native Sun also offers Bereavement Leave. Benefit-eligible employees are allowed up to three (3) days of paid leave in the case of death in the employee's immediate family. Immediate family is defined to include parents, spouse, domestic partner, children, brothers and sisters, grandparents, grandchildren, mother-in-law or father-in-law. Regular full-time employees are entitled to up to one day paid leave in the case of death in the spouse's immediate family. Additional unpaid leave may be authorized by Native Sun.

## **Personnel Policies & Background Checks**

Military Leave: Employees who are required to serve a period of time in a reserve component of the U.S. Armed Forces are allowed an unpaid leave of absence.

### **Holidays at Native Sun**

Native Sun anticipates observing the following holidays:

- Thanksgiving; and
- Christmas Day.

Holidays occurring during an employee's vacation period may (not) be taken on another day. Native Sun will make a good faith effort to accommodate religious holidays upon request.

### **Disciplinary Policies**

#### *Purpose*

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

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

#### *Procedure*

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

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

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

##### **Step 2: Written Warning**

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

During Step 2, the immediate supervisor and a department manager or director will meet with the employee and review any additional incidents or information about the performance, conduct, or attendance issues as well as any prior relevant corrective action plans. Management will outline the consequences for the employee of his or her continued failure to meet performance and/or conduct expectations. A formal performance improvement plan (PIP) requiring the employee's

## **Personnel Policies & Background Checks**

immediate and sustained corrective action will be issued within five business days of a Step 2 meeting. A warning outlining that the employee may be subject to additional discipline up to and including termination if immediate and sustained corrective action is not taken may also be included in the written warning.

### **Step 3: Suspension and Final Written Warning**

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

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

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

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

### **Step 4: Recommendation for Termination of Employment**

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

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

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

### **Appeal Process**

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

### **Personnel Policies & Background Checks**

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

In accordance with 935 CMR 501.105(1)(m), Native Sun will have a policy for the immediate dismissal of any dispensary agent who has, any employee who is found doing the following will not be subject to an appeal process:

- Diverted marijuana, which will be reported the Police Department and to the Commission;
- Engaged in unsafe practices with regard to Native Sun 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.

## **Quality Control & Testing**

### *Quality Control*

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

1. Any Native Sun 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. All edible marijuana products will be prepared, handled, and stored in compliance with the sanitation requirements in 105 CMR 590.000 and the requirements for food handlers specified in 105 CMR 300.000.
2. Any Native Sun agent working in direct contact with the preparation of marijuana or nonedible marijuana products will conform to sanitary practices while on duty, including:
  - a. Maintaining adequate personal cleanliness and
  - b. Wash 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’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’s production areas 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’s facility will have sufficient space for the placement of equipment and storage of materials as necessary for the maintenance of sanitary operations;
5. Native Sun will ensure that litter and waste are properly removed and disposed of so as to minimize the development of odor and minimize the potential for the waste to attract and harbor pests. The operating systems for waste disposal will be maintained in an adequate manner pursuant to 935 CMR 501.105(12);
6. Native Sun’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’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’s buildings, fixtures, and other physical facilities will be maintained in a sanitary condition;
9. Native Sun will ensure that all contact surfaces, including utensils and equipment, will be maintained clean and sanitary. 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 acknowledges and understands that the Commission may require Native Sun to demonstrate the intended and actual use of any toxic items found on Native Sun’s premises;
11. Native Sun 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’s needs;
12. Native Sun’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

## **Quality Control & Testing**

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 will provide its employees with adequate, readily accessible toilet facilities that are maintained in a sanitary condition and in good repair;
14. Native Sun 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 will store and transport finished products under conditions that will protect them against physical, chemical, and microbial contamination and against deterioration of finished products or their containers.

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

Native Sun 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 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 will process marijuana in a safe and sanitary manner. Native Sun 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 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

## **Quality Control & Testing**

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 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 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).

An Independent Testing Laboratory will perform testing of Native Sun's marijuana products 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'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's marijuana will be tested for the cannabinoid profile and for contaminants as specified by the Commission, including mold, mildew, heavy metals, plant-growth regulators, and pesticides. Native Sun acknowledges and understands that the Commission may require additional testing.

Native Sun'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 and the Independent Testing Laboratory, separately and directly. It 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 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

### **Quality Control & Testing**

than one year. Native Sun 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'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 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 other than the laboratory that 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.

## Recordkeeping Procedures

### General Overview

Native Sun Wellness, Inc. (“Native Sun” or “NSW”) has established policies regarding recordkeeping and record retention in order to ensure the maintenance, safekeeping, and accessibility of critical documents. Electronic and wet signatures are accepted forms of execution of Native Sun documents. Records will be stored at Native Sun 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 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’s quarter-end closing procedures. In addition, Native Sun’s operating procedures will be updated on an ongoing basis as needed and undergo an annual review by the executive management team.

- Corporate Records

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;

## Recordkeeping Procedures

- Salary and wages paid to each employee, or stipend, executive compensation, bonus, benefit, or item of value paid to persons with direct or indirect control over Native Sun.
- Personnel Records
  - 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 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 were obtained in accordance with 935 CMR 501.030: Registration of MTC Agents and 803 CMR 2.00: Criminal Offender Record Information (CORI).
- Testing of Marijuana Records
  - Native Sun will maintain all testing results for at least one (1) year.
- Inventory Records
  - The record of each inventory will include, at a minimum, the date of the inventory, a summary of the inventory findings, and the names, signatures, and titles of the agents who conducted the inventory.
- Seed-to-Sale Tracking Records
  - Native Sun 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.

## Recordkeeping Procedures

- Sales Records
  - Native Sun 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 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 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's jurisdiction on request.
- Visitor Records
  - 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 will be given a visitor 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 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 agents present during the disposal or other handling, with their signatures. Native Sun will keep disposal records for at least three (3) years. This period will automatically be extended for the duration of any enforcement action and may be extended by an order of the Commission.
- Security Records
  - Upon request, a list of authorized agents and service personnel with access to the surveillance room will be made available to the Commission.
  - 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 is aware of pending criminal, civil or administrative investigations or legal proceedings for which the recording may contain relevant information.

## Recordkeeping Procedures

- Transportation Records
  - Native Sun will retain all transportation manifests for one (1) year and make them available to the Commission upon request.
- Vehicle Records (as applicable)
  - Records indicate that any and all of Native Sun's vehicles are properly registered, inspected, and insured in the Commonwealth and will be made available to the Commission on request.
- Agent Training Records
  - Document all required training, including training regarding privacy and confidentiality requirements, and a signed statement of the individual indicating the date, time, and place he or she received the training, the topics discussed, and the name and title of the presenter(s).
- Closure
  - If Native Sun closes, all records will be kept for at least two (2) years at Native Sun's expense in a form (electronic, hard copies, etc.) and location acceptable to the Commission. In addition, Native Sun will communicate with the Commission during the closure process and accommodate any additional requests the Commission or other agencies may have.
- Written Operating Policies and Procedures

Policies and Procedures related to Native Sun'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's hours of operation and after-hours contact information 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 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, 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's website.
- Policies and procedures for handling cash on Native Sun premises, including but not limited to storage, collection frequency, and transport to financial institution(s), are 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 are 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, a personal protective equipment assessment, a fire protection plan, and an emergency action plan.
- License Renewal Records
  - Native Sun 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 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

## Recordkeeping Procedures

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

## **Diversity Plan**

### **Statement of Purpose**

Native Sun Wellness, INC d/b/a Native Sun (“NSW”) is dedicated to promoting equity in its operations for diverse and underrepresented populations, which the Commission has identified as the following:

1. People of color, particularly Black, African American, Hispanic, Latinx, and Indigenous people;
2. Women;
3. Veterans;
4. People with disabilities; and
5. People identifying as LGBTQIA+

NSW believes in creating and sustaining a robust policy of inclusivity in its own business and the Marijuana industry as a whole. As such, NSW has developed a diversity plan to promote equity among People of color, particularly Black, African American, Hispanic, Latinx, and Indigenous people, Women, Veterans, People with Disabilities, and Persons Identifying as LBGTQIA+.

### **Goals**

The goal of NSW’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% People of color, particularly Black, African American, Hispanic, Latinx, and Indigenous people as a percentage of all employees
  - c. 10% Veterans as a percentage of all employees
  - d. 10% people with disabilities as a percentage of all employees
  - e. 10% of people identifying as LGBTQIA+ as a percentage of all employees
2. Offering Native Sun Wellness employees from the above-listed demographics a minimum of 1 annual training session that will provide the tools needed to grow within the industry and provide assistance to individuals falling into the above-listed demographics to achieve their goal of succeeding in the marijuana industry

### **Programs**

Native Sun Wellness, INC plans to achieve its above-stated goals by:

1. Holding an annual job fair that will encourage women, People of color, particularly Black, African American, Hispanic, Latinx, and Indigenous people, 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, and on our age-gated 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. Implement 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
4. Creating a promotion process that employs equity principles for current employees;
  - a. For example, NSW will use a bias-free performance management process, and implement the “Rooney Rule,” whereby NSW will consider at least one person from an underrepresented group for every manager position that needs to be filled.
5. Providing annual training programs for individuals falling into the above-listed demographics to assist with promoting their growth in the marijuana industry
  - a. The Program will consist of 1 individual per quarter, totaling 4 individuals per year, who are interested in an opportunity to learn more about the cannabis industry
  - b. The program will last for 5 days, consisting of 8 hours per training day
  - c. The program will consist of program participants shadowing dispensary leads to learning more about the inner workings of the dispensary to get an idea of what working within a

## **Diversity Plan**

Medical Marijuana Treatment Center is like on a day-to-day basis from a management perspective

- d. The program subject matter will include:
  - i. Dutchie backend and METRC competency;
  - ii. Cash handling practices;
  - iii. Processing product deliveries;
  - iv. Inventory procedures;
  - v. Security protocols;
  - vi. other relevant subjects
- e. Internal advertisements will be posted in employees' common areas, such as the employee break area and the employee locker room, where staff members will be encouraged to apply to the training program. Staff will also be notified via email that applications to this program will be open to staff, specifically those who fall within the above-listed demographics and are interested in learning more about the cannabis industry.
- f. Once selected for the program, those individuals will be linked with industry veterans who will be training to learn about the subject matter listed above.
- g. A certificate will be awarded to the individuals who complete the training program
- h. Individuals who complete the program will likely be considered for open lead positions.

### **Measurements**

Native Sun Wellness, Inc. 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. NSW 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 in 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 the 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 were included in the annual training program that will be implemented to promote NSW employees' growth in the marijuana industry

### **Acknowledgments**

- NSW 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 NSW will not violate the Commission's regulations with respect to limitations on ownership or control or other applicable state laws.
- NSW acknowledges that each year, upon the process of renewal, the progress of this plan will be reviewed

## **Verified Financial Hardship Plan**

### **Overview**

Native Sun Wellness, Inc. (“Native Sun” or “NSW”) 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 has created the following Plan to Provide Marijuana to Patients with Verified Financial Hardship (the “Plan”).

### **Goal**

In order to increase patient access to medical marijuana and marijuana products, Native Sun 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**

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

## **Qualifications & Training**

### **Overview**

Native Sun Wellness, Inc. (“Native Sun”) will ensure that all employees hired to work at a Native Sun 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 an 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, foreign jurisdiction, or a military, territorial, or Native American tribal authority.

Native Sun 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 discovers any of its agents are not suitable for registration as an MTC agent, the agent’s employment will be terminated, and Native Sun 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’s agents will successfully complete a comprehensive training program that is tailored to the roles and responsibilities of the agent’s job function. All Agents' training will be composed of eight hours of training annually. The eight-hour total training requirement shall be tailored to the roles and responsibilities of the job function of each MTC Agent.

In-house training will include, but not be limited to, the following topics:

- Basic on-the-job training and introduction to the company’s workplace policies
- Use of the POS Software, Dutchie
- Agents responsible for tracking and entering products into the Seed-to-sale SOR (METRC) shall receive training in a form and manner determined by the Commission
- Training on confidentiality, privacy, security, and other topics as specified by the CCC

All of Native Sun’s current Owners, managers, and employees who 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 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 the 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.”

## **Qualifications & Training**

Native Sun 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 a better understanding of the current regulations. Native Sun’s Responsible Vendor Training Program compliance records 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’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 are 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.