Massachusetts Cannabis Control Commission

Marijuana Retailer

General Information:

License Number: MR282770

Original Issued Date: 05/11/2020

Issued Date: 06/17/2021

Expiration Date: 06/19/2022

ABOUT THE MARIJUANA ESTABLISHMENT

Business Legal Name: Heka, Inc.

Phone Number: 413-354-4352 **Email Address:** mdupuis@hekainc.com

Business Address 1: 98 Sgt. TM Dion Way **Business Address 2:**

Business City: Westfield **Business State:** MA **Business Zip Code:** 01085

Mailing Address 1: 98 Sgt. TM Dion Way **Mailing Address 2:**

Mailing City: Westfield **Mailing State:** MA **Mailing Zip Code:** 01085

CERTIFIED DISADVANTAGED BUSINESS ENTERPRISES (DBES)

Certified Disadvantaged Business Enterprises (DBEs): Not a DBE

PRIORITY APPLICANT

Priority Applicant: yes

Priority Applicant Type: RMD Priority

Economic Empowerment Applicant Certification Number:

RMD Priority Certification Number: RP201937

RMD INFORMATION

Name of RMD: Heka, Inc.

Department of Public Health RMD Registration Number: N/A

Operational and Registration Status: Obtained Provisional Certificate of Registration only

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

If no, describe the circumstances below:

PERSONS WITH DIRECT OR INDIRECT AUTHORITY

Person with Direct or Indirect Authority 1

Percentage Of Ownership: 19.2 **Percentage Of Control:** 100

Role: Executive / Officer **Other Role:**

First Name: Mark **Last Name:** Dupuis **Suffix:**

Gender: Male **User Defined Gender:**

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

Specify Race or Ethnicity:

Person with Direct or Indirect Authority 2

Percentage Of Ownership: 5.07 **Percentage Of Control:**

Role: Executive / Officer **Other Role:**

First Name: Kimberly **Last Name:** Shattuck **Suffix:**

Gender: Female **User Defined Gender:**

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

Specify Race or Ethnicity:

Person with Direct or Indirect Authority 3

Percentage Of Ownership: 5.07 **Percentage Of Control:**

Role: Executive / Officer **Other Role:**

First Name: Kimberly **Last Name:** Murphy **Suffix:**

Gender: Female **User Defined Gender:**

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

Specify Race or Ethnicity:

Person with Direct or Indirect Authority 4

Percentage Of Ownership: 0.7 **Percentage Of Control:**

Role: Manager **Other Role:**

First Name: Joshua **Last Name:** Dupuis **Suffix:**

Gender: Male **User Defined Gender:**

What is this person's race or ethnicity?: Hispanic, Latino, or Spanish (Mexican or Mexican American, Puerto Rican, Cuban, Salvadoran, Dominican, Colombian)

Specify Race or Ethnicity:

Person with Direct or Indirect Authority 5

Percentage Of Ownership: 5.07 **Percentage Of Control:**

Role: Executive / Officer **Other Role:**

First Name: John **Last Name:** Murphy **Suffix:**

Gender: Male **User Defined Gender:**

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

Specify Race or Ethnicity:

Person with Direct or Indirect Authority 6

Percentage Of Ownership: 5.07 **Percentage Of Control:**

Role: Executive / Officer **Other Role:**

First Name: Deane **Last Name:** Gallo **Suffix:**

Gender: Male **User Defined Gender:**

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

Specify Race or Ethnicity:

Person with Direct or Indirect Authority 7

Percentage Of Ownership: 0.42 **Percentage Of Control:**

Role: Board Member **Other Role:**

First Name: William **Last Name:** Bazin **Suffix:**

Gender: Male **User Defined Gender:**

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

Specify Race or Ethnicity:

Person with Direct or Indirect Authority 8

Percentage Of Ownership: 1 **Percentage Of Control:**

Role: Board Member **Other Role:**

First Name: Rodrigo **Last Name:** Valles **Suffix:**

Gender: Male **User Defined Gender:**

What is this person's race or ethnicity?: Hispanic, Latino, or Spanish (Mexican or Mexican American, Puerto Rican, Cuban, Salvadoran, Dominican, Colombian)

Specify Race or Ethnicity:

ENTITIES WITH DIRECT OR INDIRECT AUTHORITY

Entity with Direct or Indirect Authority 1

Percentage of Control: **Percentage of Ownership:** 20.06

Entity Legal Name: HIIG, Incorporated **Entity DBA:** **DBA City:**

Entity Description: Investment Entity

Foreign Subsidiary Narrative: Green Leaf Capital SAPI de CV, a Mexican SAPI, holds 110,000 shares in HIIG, Incorporated.

Entity Phone: **Entity Email:** **Entity Website:**

Entity Address 1: **Entity Address 2:**

Entity City: **Entity State:** **Entity Zip Code:**

Entity Mailing Address 1: **Entity Mailing Address 2:**

Entity Mailing City: **Entity Mailing State:** **Entity Mailing Zip Code:**

Relationship Description: HIIG Incorporated holds shares in Heka, Inc. pursuant to a stock purchase agreement. The single director of HIIG Incorporated, Rodrigo Valles, sits on the board of Heka, Inc.

CLOSE ASSOCIATES AND MEMBERS

No records found

CAPITAL RESOURCES - INDIVIDUALS

No records found

CAPITAL RESOURCES - ENTITIES

Entity Contributing Capital 1

Entity Legal Name: HIIG, Incorporated **Entity DBA:**

Email: rodrigo.valles.e@gmail.com **Phone:** 554-358-3233

Address 1: 1675 South State Street **Address 2:** Suite B

City: Dover **State:** DE **Zip Code:** 19901

Types of Capital: Monetary/Equity **Other Type of Capital:** **Total Value of Capital Provided:** $5500000 **Percentage of Initial Capital:** 56.14

Capital Attestation: Yes

Entity Contributing Capital 2

Entity Legal Name: Westfield Investment Group, LLC **Entity DBA:**

Email: curtgezotis@aol.com **Phone:** 413-568-3922

Address 1: 42 Gary Drive **Address 2:**

City: Westfield **State:** MA **Zip Code:** 01085

Types of Capital: Debt **Other Type of Capital:** **Total Value of Capital Provided:** $1000000 **Percentage of Initial Capital:** 10.21

Capital Attestation: Yes

Entity Contributing Capital 3

Entity Legal Name: Baystate Capital, LLC **Entity DBA:**

Email: dbaltazar@baltazarci.com **Phone:** 413-315-0374

Address 1: 83 Carmelinas Circle **Address 2:**

City: Ludlow **State:** MA **Zip Code:** 01056

Types of Capital: Debt **Other Type of Capital:** **Total Value of Capital Provided:** $1000000 **Percentage of Initial Capital:** 10.21

Capital Attestation: Yes

BUSINESS INTERESTS IN OTHER STATES OR COUNTRIES

No records found

DISCLOSURE OF INDIVIDUAL INTERESTS

No records found

MARIJUANA ESTABLISHMENT PROPERTY DETAILS

Establishment Address 1: 98 Sgt. TM Dion Way

Establishment Address 2:

Establishment City: Westfield **Establishment Zip Code:** 01085

Approximate square footage of the establishment: 42000 **How many abutters does this property have?:** 3

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

HOST COMMUNITY INFORMATION

Host Community Documentation:

Document Category	Document Name	Type	ID	Upload Date
Certification of Host Community Agreement	Westfield - HCA Certification Form - Signed 03-13-2019.pdf	pdf	5d443f50ad2c7633c9198a35	08/02/2019
Community Outreach Meeting Documentation	All Outreach Attestation Form & Docs.pdf	pdf	5d443f57e230513892f826db	08/02/2019
Plan to Remain Compliant with Local Zoning	Plan for Local Zoning Compliance.pdf	pdf	5d443f5cf0e76e38a87cecbf	08/02/2019

Total amount of financial benefits accruing to the municipality as a result of the host community agreement. If the total amount is zero, please enter zero and provide documentation explaining this number.: $161459

PLAN FOR POSITIVE IMPACT

Plan to Positively Impact Areas of Disproportionate Impact:

Document Category	Document Name	Type	ID	Upload

				Date
Plan for Positive Impact	Disproportionate Impact Plan 09-09-2019 with 501(c)(3) Letter.pdf	pdf	5d77c78e8470d4229ba4588d	09/10/2019

ADDITIONAL INFORMATION NOTIFICATION

Notification: I understand

INDIVIDUAL BACKGROUND INFORMATION

Individual Background Information 1

Role: **Other Role:**

First Name: Mark **Last Name:** Dupuis **Suffix:**

RMD Association: RMD Owner

Background Question: yes

Individual Background Information 2

Role: **Other Role:**

First Name: Kimberly **Last Name:** Shattuck **Suffix:**

RMD Association: RMD Owner

Background Question: yes

Individual Background Information 3

Role: **Other Role:**

First Name: Kimberly **Last Name:** Murphy **Suffix:**

RMD Association: RMD Owner

Background Question: no

Individual Background Information 4

Role: **Other Role:**

First Name: Joshua **Last Name:** Dupuis **Suffix:**

RMD Association: RMD Owner

Background Question: no

Individual Background Information 5

Role: **Other Role:**

First Name: John **Last Name:** Murphy **Suffix:**

RMD Association: RMD Owner

Background Question: yes

Individual Background Information 6

Role: **Other Role:**

First Name: Deane **Last Name:** Gallo **Suffix:**

RMD Association: RMD Owner

Background Question: no

Individual Background Information 7

Role: **Other Role:**

First Name: William **Last Name:** Bazin **Suffix:**

RMD Association: RMD Owner

Background Question: no

Individual Background Information 8

Role: **Other Role:**

First Name: Rodrigo **Last Name:** Valles **Suffix:**

RMD Association: RMD Owner

Background Question: no

ENTITY BACKGROUND CHECK INFORMATION

Entity Background Check Information 1

Role: Parent Company **Other Role:**

Entity Legal Name: Heka, Inc. **Entity DBA:**

Entity Description: Cultivation, manufacturing, and retail of marijuana and marijuana products

Phone: 413-354-4352 **Email:** mdupuis@hekainc.com

Primary Business Address 1: 98 Sgt. TM Dion Way **Primary Business Address 2:**

Primary Business City: Westfield **Primary Business State:** MA **Principal Business Zip Code:** 01085

Additional Information:

Entity Background Check Information 2

Role: Investor/Contributor **Other Role:**

Entity Legal Name: HIIG, Incorporated **Entity DBA:**

Entity Description: Investment Entity

Phone: 554-358-3233 **Email:** rodrigo.valles.e@gmail.com

Primary Business Address 1: 1675 South State Street **Primary Business Address 2:** Suite B

Primary Business City: Dover **Primary Business State:** DE **Principal Business Zip Code:** 19901

Additional Information:

Entity Background Check Information 3

Role: Investor/Contributor **Other Role:**

Entity Legal Name: Baystate Capital, LLC **Entity DBA:**

Entity Description: Investment Entity

Phone: 413-315-0374 **Email:** dbaltazar@baltazarci.com

Primary Business Address 1: 83 Carmelinas Circle **Primary Business Address 2:**

Primary Business City: Ludlow **Primary Business State:** MA **Principal Business Zip Code:** 01056

Additional Information:

Entity Background Check Information 4

Role: Investor/Contributor **Other Role:**

Entity Legal Name: Westfield Investment Group, LLC **Entity DBA:**

Entity Description: Investment entity

Phone: 413-568-3922 **Email:** curtgezotis@aol.com

Primary Business Address 1: 42 Gary Drive **Primary Business Address 2:**

Primary Business City: Westfield **Primary Business State:** MA **Principal Business Zip Code:**

01085

Additional Information: Counsel for Westfield Investment Group refused to provide EIN, so the Massachusetts Corporate Entity ID has been provided in its place.

MASSACHUSETTS BUSINESS REGISTRATION

Required Business Documentation:

Document Category	Document Name	Type	ID	Upload Date
Bylaws	(3b) Heka By-Laws - 2-20-18.pdf	pdf	5d41b3e1e230513892f822bf	07/31/2019
Department of Revenue - Certificate of Good standing	Cert of Good Standing - DOR 07-2019.pdf	pdf	5d41b3e7385de033fc95d817	07/31/2019
Articles of Organization	FILED RESTATED ARTICLES OF ORGANIZATION 7-30-19 (K0799942xA35AD).pdf	pdf	5d44b0dfb0555e33d0bce803	08/02/2019
Secretary of Commonwealth - Certificate of Good Standing	Heka_SOS Cert. of GS_8.15.19.pdf	pdf	5d7120240473c3226f35bccd	09/05/2019

Certificates of Good Standing:

Document Category	Document Name	Type	ID	Upload Date
Secretary of Commonwealth - Certificate of Good Standing	(5) Certificate of Good Standing 05-04-2021.pdf	pdf	60957769e54b280786bb1085	05/07/2021
Department of Unemployment Assistance - Certificate of Good standing	Certificate of Good Standing- Dept of Unemployment.pdf	pdf	6095a1ae09011007a03d17b2	05/07/2021
Department of Revenue - Certificate of Good standing	Heka - Certificate of Good Standing - DOR 05-21-2021.pdf	pdf	60ac0bb476d8cf07ef6364c9	05/24/2021

Massachusetts Business Identification Number: 001301071

Doing-Business-As Name:

DBA Registration City:

BUSINESS PLAN

Business Plan Documentation:

Document Category	Document Name	Type	ID	Upload Date
Plan for Liability Insurance	Certificate of Ins. Wfld - ACORD Form 20190322-123924.pdf	pdf	5d41b422a442c833e6069e30	07/31/2019
Business Plan	Heka Business Plan Summary - 9.12.2019.pdf	pdf	5d7a983f8470d4229ba461a2	09/12/2019
Proposed Timeline	Heka Proposed Timeline_10.10.19.pdf	pdf	5d9f47d9c99740160131e18c	10/10/2019
Proposed Timeline	Operational Updated Timeline.pdf	pdf	609577af09011007a03d15cb	05/07/2021

OPERATING POLICIES AND PROCEDURES

Policies and Procedures Documentation:

Document Category	Document Name	Type	ID	Upload Date

Prevention of diversion	CMO Policy - Preventing Diversion - PDF Final.pdf	pdf	5d420248d0f20f3403713dd4	07/31/2019
Storage of marijuana	CMO Policy - Storage of Marijuana - PDF Final.pdf	pdf	5d42024fba408534125089bf	07/31/2019
Transportation of marijuana	CMO Policy - Transport of Marijuana and Marijuana Products - PDF Final.pdf	pdf	5d42025254bcfa38af035323	07/31/2019
Record Keeping procedures	CMO Policy - Record Retention - PDF Final.pdf	pdf	5d420273e230513892f823b5	07/31/2019
Maintaining of financial records	CMO Policy - Maintaining Financial Records - PDF Final.pdf	pdf	5d420276f0e76e38a87ce967	07/31/2019
Qualifications and training	CMO Policy - Employee Training - PDF Final.pdf	pdf	5d42027bcfc708389d722f64	07/31/2019
Restricting Access to age 21 and older	CMO Policy - Restricting Access to Age 21 - PDF Final.pdf	pdf	5d4870caa442c833e606a695	08/05/2019
Plan for obtaining marijuana or marijuana products	CMO Policy - Obtaining Marijuana and Marijuana Products - PDF Final.pdf	pdf	5d4870ed385de033fc95e066	08/05/2019
Security plan	CMO Policy - Security [Revised].pdf	pdf	5d71207532375f1de7f6e248	09/05/2019
Inventory procedures	CMO Policy - Inventory Management [Revised].pdf	pdf	5d71208532375f1de7f6e24c	09/05/2019
Quality control and testing	CMO Policy - Sampling and Analysis [Revised].pdf	pdf	5d712096629a272281d313f6	09/05/2019
Dispensing procedures	CMO Policy - Dispensing [Revised].pdf	pdf	5d7120a6d8b08e1dbf1444b3	09/05/2019
Personnel policies including background checks	CMO Policy - Personnel Policies [Revised].pdf	pdf	5d7120b4271f0d1dcaf31247	09/05/2019
Separating recreational from medical operations, if applicable	CMO Policy - Separating Recreational from Medical Operations [Revised].pdf	pdf	5d7120c47e918b22a66bf7b4	09/05/2019
Diversity plan	Heka Diversity Plan_11.25.19.pdf	pdf	5ddc2820a9ef3857c445b396	11/25/2019
Dispensing procedures	(4) Dispensing Product to Adult and Medical Use Consumers (Revised).pdf	pdf	6095a252e54b280786bb1249	05/07/2021
Qualifications and training	(5) Employee Training.pdf	pdf	6095a262e067a90777b507e6	05/07/2021
Inventory procedures	(6) Inventory Management.pdf	pdf	6095a26e954bd3079c690bdb	05/07/2021
Maintaining of financial records	(7) Maintaining Financial Records.pdf	pdf	6095a27fd91389075ed39e8a	05/07/2021
Plan for obtaining marijuana or marijuana products	(8) Obtaining Marijuana and Marijuana Products.pdf	pdf	6095a29309011007a03d17bc	05/07/2021
Personnel policies including background checks	(9) Personnel Policies and Procedures.pdf	pdf	6095a2a3247e180786c964a0	05/07/2021
Prevention of diversion	(10) Preventing Diversion, Theft and Loss.pdf	pdf	6095a2b409011007a03d17c0	05/07/2021
Record Keeping procedures	(11) Record Retention.pdf	pdf	6095a2c48f80610756a12c45	05/07/2021
Restricting Access to age 21 and older	(12) Restricting Access to Age 21 and Older.pdf	pdf	6095a2d1247e180786c964a4	05/07/2021
Quality control and testing	(13) Sampling and Analysis of Production Batches.pdf	pdf	6095a2e009011007a03d17c4	05/07/2021
Security plan	(14) Security.pdf	pdf	6095a2ef8ecb05074fe6aaf1	05/07/2021

Separating recreational from medical operations, if applicable	(15) Separating Recreational from Medical Operations.pdf	pdf	6095a2fcb15b20079555221b	05/07/2021
Storage of marijuana	(16) Storage of Marijuana.pdf	pdf	6095a30c85675207abc7a84d	05/07/2021
Transportation of marijuana	(17) Transport of Marijuana and Marijuana Products.pdf	pdf	6095a31c85675207abc7a851	05/07/2021
Diversity plan	(19) Diversity Policy and Plan.pdf	pdf	6095a3446f8420077bfc7cb3	05/07/2021
Energy Compliance Plan	(21) Energy Efficiency and Conservation.pdf	pdf	6095a35709011007a03d17d2	05/07/2021

MARIJUANA RETAILER SPECIFIC REQUIREMENTS

Adequate Patient Supply Documentation:

Document Category	Document Name	Type	ID	Upload Date
	(15) Separating Recreational from Medical Operations.pdf	pdf	6095a448b15b20079555222c	05/07/2021
	(1) Cultivation and Management of Marijuana.pdf	pdf	6095a450d91389075ed39eac	05/07/2021

No documents uploaded

ATTESTATIONS

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

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

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

Notification: I Understand

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

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

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

ADDITIONAL INFORMATION NOTIFICATION

Notification: I Understand

COMPLIANCE WITH POSITIVE IMPACT PLAN

Progress or Success Goal 1

Description of Progress or Success: Heka Incorporated in currently in the Post Provisional License Inspection Phase. Heka is scheduled for an on-site Inspection by the CCC on May 13, 2021. At this time, Heka has not entered "Commence Operations", therefore is not able to fulfill it's goals listed in it's Positive Impact Plan. Once Heka becomes operational, Heka will meet ALL goals stated in the Positive Impact Plan.

COMPLIANCE WITH DIVERSITY PLAN

Diversity Progress or Success 1

Description of Progress or Success: Heka Incorporated is currently in the Post Provisional License Inspection Phase for it's Adult Use Retail, Manufacturing and Cultivation Licenses'. Heka is scheduled for an on-site Inspection with the CCC on May 13, 2021. Currently Heka employs 10 individuals and maintains 40% diverse employees, consisting of 2 Minorities, 2 Women and 6 Males. Once granted "Commence Operations", Heka will maintain a minimum of 40% diverse employees as outlined in it's Diversity Plan.

HOURS OF OPERATION

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

Cannabis Control Commission
COMMONWEALTH OF MASSACHUSETTS

Host Community Agreement Certification Form

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

Applicant

I, Mark A. Dupuis, (*insert name*) certify as an authorized representative of Heka Incorporated (*insert name of applicant*) that the applicant has executed a host community agreement with The City of Westfield (*insert name of host community*) pursuant to G.L.c. 94G § 3(d) on 3/13/19 (*insert date*).

Signature of Authorized Representative of Applicant

Host Community

I, Mayor Brian P. Sullivan, (*insert name*) certify that I am the contracting authority or have been duly authorized by the contracting authority for City of Westfield (*insert name of host community*) to certify that the applicant and City of Westfield (*insert name of host community*) has executed a host community agreement pursuant to G.L.c. 94G § 3(d) on 3/13/19 (*insert date*).

3-13-19

Signature of Contracting Authority or
Authorized Representative of Host Community

Cannabis Control Commission
COMMONWEALTH OF MASSACHUSETTS

Community Outreach Meeting Attestation Form

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

I, MARK A. DuPUIS, (*insert name*) attest as an authorized representative of HEKA INCORPORATED (*insert name of applicant*) that the applicant has complied with the requirements of 935 CMR 500 and the guidance for licensed applicants on community outreach, as detailed below.

1. The Community Outreach Meeting was held on February 6, 2019 (*insert date*).

2. A copy of a notice of the time, place, and subject matter of the meeting, including the proposed address of the Marijuana Establishment, was published in a newspaper of general circulation in the city or town on JANUARY 25, 2019 (*insert date*), which was at least seven calendar days prior to the meeting. A copy of the newspaper notice is attached as Attachment A (*please clearly label the newspaper notice in the upper right hand corner as Attachment A and upload it as part of this document).*

3. A copy of the meeting notice was also filed on JANUARY 25 2019 (*insert date*) with the city or town clerk, the planning board, the contracting authority for the municipality, and local licensing authority for the adult use of marijuana, if applicable. A copy of the municipal notice is attached as Attachment B (*please clearly label the municipal notice in the upper right-hand corner as Attachment B and upload it as part of this document*).

4. Notice of the time, place and subject matter of the meeting, including the proposed address of the Marijuana Establishment, was mailed on JANUARY 25, 2019 (*insert date*), which was at least seven calendar days prior to the community outreach meeting to abutters of the proposed address of the Marijuana Establishment, and residents within 300 feet of the property line of the petitioner as they appear on the most recent applicable tax list, notwithstanding that the land of any such owner is located in another city or town. A copy of one of the notices sent to abutters and parties of interest as described in this section is attached as Attachment C (*please clearly label the municipal notice in the upper right hand corner as Attachment C and upload it as part of this document; please only include a copy of one notice and please black out the name and the address of the addressee*).

Cannabis Control Commission
COMMONWEALTH OF MASSACHUSETTS

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

6. Community members were permitted to ask questions and receive answers from representatives of the Marijuana Establishment.

ATTACHMENT "A"



In this Jan. 20, 2019, file photo, Los Angeles Rams' Jared Goff takes the field before the NFL football NFC championship game against the New Orleans Saints in New Orleans. Goff was 7 years old when Tom Brady won his first Super Bowl in early 2002. The Rams quarterback has looked up to his fellow Bay Area native ever since, and now they're meeting in the Super Bowl. (AP Photo/John Bazemore, File)

Goff, 17 years Brady's junior, on equal ground at Super Bowl

By GREG BEACHAM
Associated Press

THOUSAND OAKS, Calif. (AP) — Jared Goff was 7 years old when Tom Brady beat the Rams to win his first Super Bowl in early 2002. The kid has been a fan of the superstar ever since.

Goff is now 24, the same age as Brady was then. When Brady plays in his ninth Super Bowl next weekend in Atlanta for the New England Patriots, Goff will be on the other sideline for Los Angeles, neither star-struck nor cocky.

Their 17-year age gap is the biggest between starting quarterbacks in Super Bowl history. Yet the passing years apparently mean little to Brady, and they're just as unimportant to Goff, who sees no advantage in his youth and no disadvantage in his inexperience.

"It's a guy that you've looked up to for so long," Goff said Thursday. "Now I get a chance to play in one with him. We do respect him, but I'm going to go out there and do my best and be the best I can be, and hopefully come out with a win."

Both quarterbacks will be under a relentless spotlight in the next week. Brady lives his life under that glare, while Goff is still getting used to it after just three years of being a No. 1 overall pick who stumbled early, but grew quickly into a successful quarterback.

Goff doesn't admit to seeing this Super Bowl as a chance to step into Brady's echelon as one of the league's elite passers, even if that's what much of the football world is telling him. But after Goff led the Rams to 24 wins and two playoff victories over the past two years, the Rams already think he's there.

"We're very confident in his ability to lead us, knowing that it's a big game," Rams coach Sean McVay said. "I think Jared will be himself, which is exactly what we want him to be."

Goff and Brady are from different generations, but the quarterbacks have a few things in common.

They're both from the Bay Area, with Brady growing up on the Peninsula and Goff in Marin County. Neither was a can't-miss NFL prospect heading into college, but neither let it stop him.

Already the winningest quarterback in NFL history, Brady will play in his 40th playoff game in Atlanta. Goff is playing in his fourth, but he is riding the momentum of his first two career postseason victories in the past two games.

Goff didn't have many plays on his shoulders two weeks ago when the Rams' ground game ran over the Dallas Cowboys. He played a larger role in the Rams' wild victory over the Saints, and he emerged with the renewed respect of his coaches and teammates.

Goff clearly has the arm and the ability to succeed in McVay's offense. In New Orleans last weekend, he demonstrated his ability to do more.

"It's big, I think, anytime you can go into an atmosphere like that, go down 13 (points) early, and then show the poise and perseverance and get through adversity the way we did and be able to come out on top late in the game," Goff said.

It wasn't his best performance of the season, but it was probably the most satisfying.

Goff went 25 of 40 for 297 yards with one touchdown and one interception against the Saints. More importantly, he calmly rallied the Rams from an early 13-point deficit, and he made enough big plays down the stretch to keep the Rams in contention in that topsy-turvy game.

"What stood out was the way that he was able to weather the storm," McVay said. "The mental toughness was displayed by the team as a whole, and Jared kind of personified that with the way that he handled the game, his overall command, making big throws when we needed it the most. ... Jared (showed) his ability to be at his best when his best was required. The competitive greatness showed up in a big way."

Goff and Brady have only faced each other once before. In December 2016, Brady became the NFL's career victories leader in a 26-10 victory at New England, while Goff threw two interceptions in his third career start.

Goff met Brady for the first time at that game. They're friendly, but not yet close.

When asked if it feels surreal to be heading toward a Super Bowl showdown with the mighty Patriots and a quarterback who has been winning championships for his entire life, Goff stifled a grin.

"No," he replied. "I've played these guys before."

LEGAL NOTICES

January 25, 2019

Town of Southwick
Conservation Commission

The Southwick Conservation Commission will hold a public hearing under the Massachusetts Wetland Protection Act G.L.C. 131 § 40 and the Southwick Conservation Commission Regulations & Bylaw Chapter 182 and Chapter 450 for a Request for Determination. The project location is 31 South Loomis Street, Southwick, MA 01077.

The owner is proposing garage construction with a portion within the buffer zone. The Hearing will be held February 4th, 2019 at Southwick Town Hall, 454 College Highway in the 2nd floor Land Use Hearing Room (rear entrance). The Conservation meeting starts at 7:00 PM. For further information please contact the Commission office at (431) 569-6907 between the hours of 10 to 2 Monday through Friday.

Christopher Pratt,
Chair for the Commission

January 25, 2019

Notice is hereby given that a Community Outreach Meeting for a proposed Marijuana Establishment is scheduled for:

February 6, 2019 at 6:00pm at the Westfield Athenaeum, in the Whitney Study.

The proposed Adult Marijuana cultivation, processing and retail location is anticipated to be co-located within the Heka Inc. Medical Marijuana Dispensary (RMD) at 98 Sgt. TM Dion Way, Westfield Massachusetts 01085. There will be an opportunity for the public to ask questions.

Mark A. Dupuis
President/CEO
Heka Incorporated

LEGAL NOTICES

January 25, 2019
February 1, 2019

LEGAL ADVERTISEMENT FOR RFP

The City of Westfield, Massachusetts, is offering developers or individuals a unique opportunity to purchase up to 3 Acres of publicly owned parcel located at 99 Turnpike Industrial Park Road, to be privately owned. Specifications may be received at, and proposals are to be sent to the Purchasing Director's office, 59 Court Street, Westfield, MA 01085. Proposals must be clearly marked on the outside of envelope: **"Purchase of Up To 3 Acres on Turnpike Industrial Park Road – February 15, 2019 @ 11:00 am.** No proposals will be accepted after the above stated date and hour. The City of Westfield reserves the right to accept or reject any or all proposals if it appears to be in the public interest to do so. The City of Westfield is an affirmative action/equal opportunity employer (M/F/H) which encourages utilization of minority and women owned enterprises.

Tammy Tefft
Purchasing Director

AUTO FOR SALE

TIMOTHY'S AUTO SALES. Stop by and see us! We might have exactly what you're looking for, if not, let us find it for you! Bartlett Street, Westfield. (413)568-2261. **Specializing in vehicles under $4,000.**

HELP WANTED

General Laborer Wanted

GREEN MEADOW LUMBER

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ATTACHMENT "B"

Heka Incorporated

RECEIVED
JAN 25 2019
3:30pm
WESTFIELD CITY CLERK

Karen M Fanion

City Clerk

Westfield MA. 01085

Dear Karen,

Notice is hereby given that a Community Outreach Meeting for a proposed Marijuana Establishment is scheduled for February 6, 2019 at 6:00pm at the Westfield Athenaeum, in the Whitney Study. The proposed Adult Marijuana cultivation, processing and retail location is anticipated to be co-located within the Heka Inc. Medical Marijuana Dispensary (RMD) at 98 Sgt. TM Dion Way, Westfield Massachusetts 01085. There will be an opportunity for the public to ask questions.

Mark A. Dupuis

President/CEO

Heka Incorporated

ATTACHMENT "C"

Heka Incorporated

[redacted]

To whom it may concern,

Notice is hereby given that a Community Outreach Meeting for a proposed Marijuana Establishment is scheduled for February 6, 2019 at 6:00pm at the Westfield Athenaeum, in the Whitney Study. The proposed Adult Marijuana cultivation, processing and retail location is anticipated to be co-located within the Heka Inc. Medical Marijuana (RMD) at 98 Sgt. TM Dion Way, Westfield Massachusetts 01085. There will be an opportunity for the public to ask questions.

Mark A. Dupuis

President/CEO

Heka Incorporated

HEKA INCORPORATED

POLICY: COMPLIANCE WITH LOCAL AND STATE ORDINANCES

POLICY

Heka Inc. ("Heka") will comply with all local and state ordinances and requirements relative to its operations as a Registered Marijuana Dispensary and Marijuana Establishment. Heka is committed to complying with all local ordinances of the City of Westfield Massachusetts, all other Cities and Towns where Heka Inc. operates, and with all laws and statutes of the Commonwealth of Massachusetts. Heka's President/CEO/COO or Vice President of Internal Compliance will be responsible for the oversight of Heka's operations for compliance with local and state laws, regulations, policies and ordinances.

PROCEDURE

1. The President/CEO/COO or the Vice President of Internal Compliance will be knowledgeable regarding all state and local approvals required for Heka to operate a Registered Marijuana Dispensary and Marijuana Establishment. The Vice President of Internal Compliance is required to maintain accurate, current records and copies of all approvals granted to Heka in connection with its operations as a Registered Marijuana Dispensary and Marijuana Establishment, including local and state approvals for operations.

2. The President/CEO/COO or Vice President of Internal Compliance will be responsible for the good standing of all licenses and certifications required for the operation of a Registered Marijuana Dispensary and Marijuana Establishment. This will include the timely filing of all renewal applications for licenses and certifications to ensure no expiration of required approvals for operations. The Vice President of Internal Compliance may utilize outside counsel for assistance in preparing and submitting all applications to maintain current licenses and certifications.

3. The President/CEO/COO or Vice President of Internal Compliance will be responsible for remaining current on all changes to local and state regulations, statutes, ordinances, codes, bylaws, and zoning requirements that will impact Heka's licenses, certifications, and general operations. The President/CEO/COO or Vice President of Internal Compliance may consult with and engage outside counsel as necessary for the purposes of ensuring compliance and understanding any changes that impact Heka.

4. To ensure compliance with local requirements, the President/CEO/COO or Vice President of Internal Compliance will retain counsel on behalf of Heka who will keep up to date with all compliance requirements. The counsel retained by Heka will have demonstrated knowledge of laws, regulations and ordinances, including zoning issues, for the City of Westfield and any other Cities or Towns where Heka operates. The President/CEO/COO or Vice President of Internal Compliance will work with counsel to ensure Heka's operations are consistent with all local codes, ordinances, bylaws, and zoning requirements. Heka will request counsel's advice regarding any proposed or

actual changes in local codes, ordinances, bylaws, and zoning requirements or any changes in business operations that would impact Heka's ongoing compliance. The President/CEO/COO or Vice President of Internal Compliance will work with local counsel to ensure Heka remains compliant with any changes.

5. To maintain compliance with state requirements, the Vice President of Internal Compliance will retain outside counsel on behalf of Heka. Outside counsel will specialize in healthcare matters, including regulatory compliance and Massachusetts statutes, regulations, and codes. The Vice President of Internal Compliance will work with outside counsel to ensure Heka's operations are consistent with all Massachusetts statutes, regulations, and codes. Heka will seek the advice of outside counsel regarding any proposed or actual changes in Massachusetts statutes, regulations, and codes that would impact the ongoing operations of Heka. The Vice President of Internal Compliance will work with local counsel to ensure Heka remains compliant with any changes.

6. Heka will operate in good standing with all local codes, ordinances, bylaws, and zoning and Massachusetts statutes, regulations, and codes. If Heka learns or becomes aware of any non-compliance, it will work to remedy such deficiency as quickly as possible and provide any required notices in conformance with local or state requirements.

APPROVED BY:

_____ _____

Mark A. Dupuis. President/CEO/COO Date

Heka Incorporated

"a gift from the gods

May 3, 2021

Dear Mayor Humason,

RE: Request pursuant to 935 CMR 500.103(4)(f) for documentation from the City of Westfield for the records of any cost incurred by the City "reasonably related to the operation of the establishment, which would include the anticipated and actual expenses resulting from the operation of the establishment in its community".

Heka Incorporated is in the process of renewing our Adult Use Retail, Manufacturing and Cultivation License located at 98 Sgt TM Dion Way, Westfield with the Cannabis Control Commission.

Per CCC guidelines, the licensee must request from the Host Community a letter stating if there were any costs incurred by the city reasonably related to the operation of the establishment. Would you kindly respond, as this is a requirement by the CCC for renewal of our Adult Use License.

Please let me know if you have any additional questions or require additional information.

Sincerely,

Kim Murphy

Director of Compliance

Heka, Inc.

Heka Incorporated

Plan to Positively Impact Areas of Disproportionate Impact

Based on the locations of Heka Incorporated's ("Heka") proposed co-located medical and adult use marijuana establishments, Heka will focus its positive impact efforts in the communities of West Springfield and Pittsfield by achieving the following goals:

Goal #1

- To reduce barriers to entry in the adult-use cannabis industry through the provision of informal and educational resources and by conducting an inclusive and informed hiring process.

Program

- Heka will sponsor informational meetings in the Pittsfield and West Springfield communities which will include curricula specific to the cannabis industry. Heka will aim to hold two (2) meetings per year (one each in Pittsfield and West Springfield). The specific curricula will include topics such as: (1) how to obtain a position within the marijuana industry; and (2) what cannabis companies are looking for in potential employees, including assistance with interview preparation.
    - The meetings will be hosted by a combination of Heka employees and/or guest speakers and geared towards assisting people in areas of disproportionate impact in learning about the industry and identifying a pathway towards entry into it. Heka will provide an informational packet for each participant, including contact information for Heka management staff.
    - Heka anticipates a minimum attendance of twenty (20) participants in each informational meeting.
- In conjunction with its Diversity Plan, Heka will post half of all employment advertisements in local newspapers to ensure such opportunities are widely disseminated in the Pittsfield and West Springfield communities. Heka will work with the *Berkshire Eagle* in Pittsfield and *The Republican*, which covers the West Springfield region.
- Heka will set a goal to recruit 25% of all potential candidates from areas of disproportionate impact in its first full year of operation. Specifically, Heka will set a goal to hire 50% of all potential candidates responding to the above-mentioned employment advertisements. Measurements
- At each informational meeting, Heka will document meeting turn-out rates with sign-in sheets, addresses, contact information and the dates of all meetings for reporting purposes.
- Heka anticipates a minimum attendance of twenty (20) participants in each informational meeting and will maintain a log of individuals hired through connections made within the informational meetings held in Pittsfield and West Springfield to ensure Heka is meeting its recruitment goals. The log will include the employee's name, hire date, position and continued growth and advancement within the company..

- Heka will track and document all follow-up correspondence with attendees, including progress data regarding entry into the cannabis industry.
- In its first full year of operation, Heka will set a goal of posting at least half of its employment advertisements in *The Berkshire Eagle* and *The Republican*. Heka will track the number of advertisements posted, the number of applications received as a result of such advertisements, and the number of respondent applicants successfully hired. Heka will use this tracking system to measure whether it has met its goal of recruiting 25% of all potential candidates from areas of disproportionate impact.

Goal #2

- To provide opportunities and resources for those individuals in areas of disproportionate impact in order to provide a path towards entry into the cannabis industry.

Program

- Heka will utilize connections with individuals introduced through the informational meetings to identify potential candidates (through an application process) in the communities of Pittsfield and West Springfield, and, in its first full year of operation, award grants for a total of ten (10) residents from the communities of Pittsfield and West Springfield for enrollment in the Cannabis Training University's ("CTU") online cannabis classes, providing the opportunity to acquire a certification and newly acquired knowledge towards entry into the Massachusetts cannabis industry. Heka will seek out and hire a minimum of four of the top candidates from the online trainings offered to participants. Heka plans to allocate $3,500.00 per year to the grant program.

Measurement

- In its first full year of operation, Heka will discuss the grant program and make applications available at each informational meeting. Heka will review the applications submitted and award ten (10) grants. Heka will use the contact information obtained from applications for the Cannabis Training University program to maintain and continue communications with applicants selected to receive the grants for said online classes.
- Heka will mentor, track and document each student's progress towards completion of the courses and entry into the Massachusetts cannabis industry by conducting quarterly progress checks for each student while participating in the program and yearly progress checks upon completion.

Goal #3

- To provide monetary donations to identified local non-profits and charities that provide services to individuals in need in the community of Pittsfield Massachusetts.

Program

- Heka will partner with local non-profits, including Berkshire Interfaith Organizing, Inc., ("BIO") to provide monetary donations to support services to individuals in areas of disproportionate impact, beginning with a minimum donation of $3,000.00 per year to BIO of Berkshire County. BIO is a non-profit organization which brings people in the Berkshires together across lines of class, race, and

religion to create a strong and united community. BIO's institutional goals include working to increase public and private transportation options for Berkshire county, increasing access to jobs, medical care, and affordable, nutritious food for low-income citizens.

Measurement

- In its first full year of operation, Heka will set a goal of providing a monetary donation of at least three thousand dollars ($3,000.00) to BIO. Heka will continue to partner with organizations to assist in bolstering programming for individuals residing in areas of disproportionate impact. Heka will obtain tangible confirmation, including monetary amount, from BIO and/or any other organizations that Heka partners with. Heka will provide documentation to the CCC as part of its reporting requirements.

Assessment and Acknowledgements

- Heka will assess the performance of this plan annually and will report on its positive impact efforts and the identified metrics above to the Commission in accordance with its annual marijuana establishment licensure renewal in accordance with 935 CMR 500.103(4)(a).

- Heka further acknowledges the following regarding the implementation of this plan:

    - All specifically named organizations in this plan have been contacted and have agreed to receive the contemplated monetary and/or in-kind donations discussed herein or have agreed to partner with Heka to implement the identified goals and programs stated herein, as applicable.

    - In carrying out this plan, Heka will adhere to the requirements concerning prohibited advertising, branding, marketing, and sponsorship practices of every marijuana establishment in accordance with 935 CMR 500.105(4).

    - Any actions taken, or programs instituted by Heka in connection with this plan will not violate the Commission's regulations with respect to limitations on ownership or control or other applicable state laws.

APPROVED BY:

Mark A. Dupuis, President/CEO/COO

9-9-19

Date

Berkshire Interfaith Organizing
PO Box 1133, Pittsfield, MA 01202
413-464-1804 office@biorganizing.org

Member Groups:

Cathedral of the Beloved, Pittsfield

Christ Trinity Church, Sheffield

Congregation Beth Israel, North Adams

Congregation Knesset Israel, Pittsfield

First Church of Christ on Park Square, Pittsfield

First Congregational Church, Dalton

First Congregational Church, Williamstown

Lee Congregational Church

Northern Berkshire Interfaith Action Initiative, North Adams

Price Memorial AME Zion Church, Pittsfield

Sisters of St. Joseph

Second Congregational Church, Pittsfield

South Congregational Church, Pittsfield

St. Mark Catholic Parish, Pittsfield

St. John's Episcopal Church, Williamstown

St. Stephen's Episcopal Church, Pittsfield

Unitarian Universalist Church of Pittsfield

Unitarian Universalist Meeting of Southern Berkshire, Housatonic

BIO Community Leaders

August 31, 2019

Dear Mr. Murphy:

Thank you for our recent telephone conversation. I'm happy to report that the leadership team of Berkshire Interfaith Organizing has agreed to approve receiving funds from Heka, Inc.

We look forward to working together on issues of social justice in our region.

Sincerely,
Wendy Krom
Lead Organizer

HEKA, INC.

Amended and Restated

By-Laws

As Adopted:

February 20, 2018

BY-LAWS

OF

HEKA, INC.

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ARTICLE I

SHAREHOLDERS

Section 1. Annual Meeting. The Corporation shall hold an annual meeting of shareholders at a time fixed by the Directors. The purposes for which the annual meeting is to be held, in addition to those prescribed by the Articles of Organization, shall be for electing directors and for such other purposes as shall be specified in the notice for the meeting, and only business within such purposes may be conducted at the meeting. In the event an annual meeting is not held at the time fixed in accordance with these Bylaws or the time for an annual meeting is not fixed in accordance with these Bylaws to be held within 13 months after the last annual meeting was held, the Corporation may designate a special meeting held thereafter as a special meeting in lieu of the annual meeting, and the meeting shall have all of the effect of an annual meeting.

Section 2. Special Meetings. Special meetings of the shareholders may be called by the President, the Chairman of the Board of Directors or by a majority of the Directors, and shall be called by the Secretary, or in case of the death, absence, incapacity or refusal of the Secretary, by another officer, if the holders of at least 51 percent of all the votes entitled to be cast on any issue to be considered at the proposed special meeting sign, date, and deliver to the Secretary one or more written demands for the meeting describing the purpose for which it is to be held. Only business within the purpose or purposes described in the meeting notice may be conducted at a special shareholders' meeting.

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

Section 4. Requirement of Notice. A written notice of the date, time, and place of each annual and special shareholders' meeting describing the purposes of the meeting shall be given to shareholders entitled to vote at the meeting (and, to the extent required by law or the Articles of Organization, to shareholders not entitled to vote at the meeting) no fewer than seven nor more than 60 days before the meeting date. If an annual or special meeting of shareholders is adjourned to a different date, time or place, notice need not be given of the new date, time or place if the new date, time or place, if any, is announced at the meeting before adjournment. If a new record date for the adjourned meeting is fixed, however, notice of the adjourned meeting shall be given under this Section to persons who are shareholders as of the new record date. All notices to shareholders shall conform to the requirements of Article III.

Section 5. Waiver of Notice. A shareholder may waive any notice required by law, the Articles of Organization, or these Bylaws before or after the date and time stated in the notice. The waiver shall be in writing, be signed by the shareholder entitled to the notice, and be delivered to the Corporation for inclusion with the records of the meeting. A shareholder's attendance at a meeting: (a) waives objection to lack of notice or defective notice of the meeting, unless the shareholder at the beginning of the meeting objects to holding the meeting or transacting business at the meeting; and (b) waives objection to consideration of a particular matter at the meeting that

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

Section 6. Quorum.

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

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

Section 7. Voting and Proxies. Unless the Articles of Organization provide otherwise, each outstanding share entitled to vote, is entitled to one vote on each matter voted on at a shareholders' meeting. A shareholder who is entitled to vote may vote his or her shares in person or may appoint a proxy to vote or otherwise act for him or her by signing an appointment form, either personally or by his or her attorney-in-fact. An appointment of a proxy is effective when received by the Secretary or other officer or agent authorized to tabulate votes. Unless otherwise provided in the appointment form, an appointment is valid for a period of 11 months from the date the shareholder signed the form or, if it is undated, from the date of its receipt by the officer or agent. An appointment of a proxy is revocable by the shareholder unless the appointment form conspicuously states that it is irrevocable and the appointment is coupled with an interest, as defined in the MBCA. An appointment made irrevocable is revoked when the interest with which it is coupled is extinguished. The death or incapacity of the shareholder appointing a proxy shall not affect the right of the Corporation to accept the proxy's authority unless notice of the death or incapacity is received by the Secretary or other officer or agent authorized to tabulate votes before the proxy exercises his or her authority under the appointment. A transferee for value of shares subject to an irrevocable appointment may revoke the appointment if he or she did not know of its existence when he or she acquired the shares and the existence of the irrevocable appointment was not noted conspicuously on the certificate representing the shares or on the information statement for shares without certificates. Subject to the provisions of Section 7.24 of the MBCA and to any express limitation on the proxy's authority appearing on the face of the appointment form, the Corporation is entitled to accept the proxy's vote or other action as that of the shareholder making the appointment.

Section 8. Action at Meeting. If a quorum of a voting group exists, favorable action on a matter, other than the election of Directors, is taken by a voting group if the votes cast within the group favoring the action exceed the votes cast opposing the action, unless a greater number of affirmative votes is required by law, or the Articles of Organization, these Bylaws or a resolution

of the Board of Directors requiring receipt of a greater affirmative vote of the shareholders, including more separate voting groups. Directors are elected by a plurality of the votes cast by the shares entitled to vote in the election at a meeting at which a quorum is present. No ballot shall be required for such election unless requested by a shareholder present or represented at the meeting and entitled to vote in the election.

Section 9. Action without Meeting by Written Consent.

(a) Action taken at a shareholders' meeting may be taken without a meeting if the action is taken either: (1) by all shareholders entitled to vote on the action; or (2) to the extent permitted by the Articles of Organization, by shareholders having not less than the minimum number of votes necessary to take the action at a meeting at which all shareholders entitled to vote on the action are present and voting. The action shall be evidenced by one or more written consents that describe the action taken, are signed by shareholders having the requisite votes, bear the date of the signatures of such shareholders, and are delivered to the Corporation for inclusion with the records of meetings within 60 days of the earliest dated consent delivered to the Corporation as required by this Section. A consent signed under this Section has the effect of a vote at a meeting.

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

Section 10. Record Date. The Directors may fix the record date in order to determine the shareholders entitled to notice of a shareholders' meeting, to demand a special meeting, to vote, or to take any other action. If a record date for a specific action is not fixed by the Board of Directors, and is not supplied by law, the record date shall be the close of business either on the day before the first notice is sent to shareholders, or, if no notice is sent, on the day before the meeting or, in the case of action without a meeting by written consent, the date the first shareholder signs the consent. A record date fixed under this Section may not be more than 70 days before the meeting or action requiring a determination of shareholders. A determination of shareholders entitled to notice of or to vote at a shareholders' meeting is effective for any adjournment of the meeting unless the Board of Directors fixes a new record date, which it shall do if the meeting is adjourned to a date more than 120 days after the date fixed for the original meeting.

Section 11. Meetings by Remote Communications. Unless otherwise provided in the Articles of Organization, if authorized by the Directors: any annual or special meeting of shareholders need not be held at any place but may instead be held solely by means of remote communication; and subject to such guidelines and procedures as the Board of Directors may adopt, shareholders and proxyholders not physically present at a meeting of shareholders may, by means of remote communications: (a) participate in a meeting of shareholders; and (b) be deemed

present in person and vote at a meeting of shareholders whether such meeting is to be held at a designated place or solely by means of remote communication, provided that: (1) the Corporation shall implement reasonable measures to verify that each person deemed present and permitted to vote at the meeting by means of remote communication is a shareholder or proxyholder; (2) the Corporation shall implement reasonable measures to provide such shareholders and proxyholders a reasonable opportunity to participate in the meeting and to vote on matters submitted to the shareholders, including an opportunity to read or hear the proceedings of the meeting substantially concurrently with such proceedings; and (3) if any shareholder or proxyholder votes or takes other action at the meeting by means of remote communication, a record of such vote or other action shall be maintained by the Corporation.

Section 12. Form of Shareholder Action.

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

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

Section 13. Shareholders List for Meeting.

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

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

(c) A shareholder, his or her agent, or attorney is entitled on written demand to inspect and, subject to the requirements of Section 2(c) of Article VI of these Bylaws, to copy the list, during regular business hours and at his or her expense, during the period it is available for inspection.

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

ARTICLE II

DIRECTORS

Section 1. Powers. All corporate power shall be exercised by or under the authority of, and the business and affairs of the Corporation shall be managed under the direction of, its Board of Directors.

Section 2. Number and Election. The Board of Directors shall consist of one or more individuals with the number fixed by the shareholders entitled to vote at the annual meeting or at a special meeting, but unless otherwise provided in the Articles of Organization, if the Corporation has more than one shareholder the number of Directors shall not be less than three, except that whenever there shall be only two shareholders, the number of Directors shall not be less than two. Except as otherwise provided in these Bylaws or the Articles of Organization, the Directors shall be elected by the shareholders entitled to vote at the annual meeting.

Section 3. Vacancies. If a vacancy occurs on the Board of Directors, including a vacancy resulting from an increase in the number of Directors, the shareholders entitled to vote shall fill the vacancy at an annual meeting or special meeting. A vacancy that will occur at a specific later date may be filled before the vacancy occurs but the new Director may not take office until the vacancy occurs.

Section 4. Change in Size of the Board of Directors. The number of Directors may be fixed or changed from time to time at the annual meeting or a special meeting by the shareholders entitled to vote at such meeting.

Section 5. Tenure. The terms of all Directors shall expire at the next annual shareholders' meeting following their election. A decrease in the number of Directors does not shorten an incumbent Director's term. The term of a Director elected to fill a vacancy shall expire at the next shareholders' meeting at which Directors are elected. Despite the expiration of a Director's term, he or she shall continue to serve until his or her successor is elected and qualified or until there is a decrease in the number of Directors.

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

Section 7. Removal. The shareholders entitled to vote may remove one or more Directors with or without cause. A Director may be removed for cause by the Directors by vote of a majority of the Directors then in office. A Director may be removed by the shareholders or the Directors only at a meeting called for the purpose of removing him or her, and the meeting notice must state that the purpose, or one of the purposes, of the meeting is removal of the Director.

Section 8. Regular Meetings. Regular meetings of the Board of Directors may be held at such times and places as shall from time to time be fixed by the Chairman of the Board of Directors, or by a majority Board of Directors, without notice of the date, time, place or purpose of the meeting.

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

Section 10. Notice. Special meetings of the Board must be preceded by at least two days' notice of the date, time and place of the meeting. The notice need not describe the purpose of the special meeting. All notices to directors shall conform to the requirements of Article III.

Section 11. Waiver of Notice. A Director may waive any notice before or after the date and time of the meeting. The waiver shall be in writing, signed by the Director entitled to the notice, or in the form of an electronic transmission by the Director to the Corporation, and filed with the minutes or corporate records. A Director's attendance at or participation in a meeting waives any required notice to him or her of the meeting unless the Director at the beginning of the meeting, or promptly upon his or her arrival, objects to holding the meeting or transacting business at the meeting and does not thereafter vote for or assent to action taken at the meeting.

Section 12. Quorum. A quorum of the Board of Directors consists of a majority of the Directors then in office, provided always that any number of Directors (whether one or more and whether or not constituting a quorum) constituting a majority of Directors present at any meeting or at any adjourned meeting may make any reasonable adjournment thereof.

Section 13. Action at Meeting. If a quorum is present when a vote is taken, the affirmative vote of a majority of Directors present is the act of the Board of Directors. A Director who is present at a meeting of the Board of Directors or a committee of the Board of Directors when corporate action is taken is considered to have assented to the action taken unless: (a) he or she objects at the beginning of the meeting, or promptly upon his or her arrival, to holding it or transacting business at the meeting; (b) his or her dissent or abstention from the action taken is entered in the minutes of the meeting; or (c) he or she delivers written notice of his or her dissent or abstention to the presiding officer of the meeting before its adjournment or to the Corporation immediately after adjournment of the meeting. The right of dissent or abstention is not available to a Director who votes in favor of the action taken.

Section 14. Action Without Meeting. Any action required or permitted to be taken by the Directors may be taken without a meeting if the action is taken by the unanimous consent of the members of the Board of Directors. The action must be evidenced by one or more consents describing the action taken, in writing, signed by each Director, or delivered to the Corporation by

electronic transmission, to the address specified by the Corporation for the purpose or, if no address has been specified, to the principal office of the Corporation, addressed to the Secretary or other officer or agent having custody of the records of proceedings of Directors, and included in the minutes or filed with the corporate records reflecting the action taken. Action taken under this Section is effective when the last Director signs or delivers the consent, unless the consent specifies a different effective date. A consent signed or delivered under this Section has the effect of a meeting vote and may be described as such in any document.

Section 15. Telephone Conference Meetings. The Board of Directors may permit any or all Directors to participate in a regular or special meeting by, or conduct the meeting through the use of, any means of communication by which all Directors participating may simultaneously hear each other during the meeting. A Director participating in a meeting by this means is considered to be present in person at the meeting.

Section 16. Committees. The Board of Directors may create one or more committees and appoint members of the Board of Directors to serve on them. Each committee may have one or more members, who serve at the pleasure of the Board of Directors. The creation of a committee and appointment of members to it must be approved by a majority of all the Directors in office when the action is taken. Article III and Sections 10 through 15 of this Article shall apply to committees and their members. To the extent specified by the Board of Directors, each committee may exercise the authority of the Board of Directors. A committee may not, however: (a) authorize distributions; (b) approve or propose to shareholders action that the MBCA requires be approved by shareholders; (c) change the number of the Board of Directors, remove Directors from office or fill vacancies on the Board of Directors; (d) amend the Articles of Organization; (e) adopt, amend or repeal Bylaws; or (f) authorize or approve reacquisition of shares, except according to a formula or method prescribed by the Board of Directors. The creation of, delegation of authority to, or action by a committee does not alone constitute compliance by a Director with the standards of conduct described in Section 18 of this Article.

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

Section 18. Standard of Conduct for Directors.

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

(b) In discharging his or her duties, a Director who does not have knowledge that makes reliance unwarranted is entitled to rely on information, opinions, reports, or statements, including financial statements and other financial data, if prepared or presented by: (1) one or more officers or employees of the Corporation whom the Director reasonably believes to be reliable and

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

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

Section 19. Conflict of Interest.

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

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

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

(3) the transaction was fair to the Corporation.

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

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

(d) For purposes of clause (2) of subsection (a), a conflict of interest transaction is authorized, approved, or ratified if it receives the vote of a majority of the shares entitled to be counted under this subsection. Shares owned by or voted under the control of a Director who has

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

Section 20. Loans to Directors. The Corporation may not lend money to, or guarantee the obligation of a Director of, the Corporation unless: (a) the specific loan or guarantee is approved by a majority of the votes represented by the outstanding voting shares of all classes, voting as a single voting group, except the votes of shares owned by or voted under the control of the benefited Director; or (b) the Corporation's Board of Directors determines that the loan or guarantee benefits the Corporation and either approves the specific loan or guarantee or a general plan authorizing loans and guarantees. The fact that a loan or guarantee is made in violation of this Section shall not affect the borrower's liability on the loan.

ARTICLE III

MANNER OF NOTICE

All notices hereunder shall conform to the following requirements:

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

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

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

(d) Written notice by electronic transmission, if in comprehensible form, is effective: (1) if by facsimile telecommunication, when directed to a number furnished by the shareholder for the purpose; (2) if by electronic mail, when directed to an electronic mail address furnished by the shareholder for the purpose; (3) if by a posting on an electronic network together with separate notice to the shareholder of such specific posting, directed to an electronic mail address furnished by the shareholder for the purpose, upon the later of (i) such posting and (ii) the giving of such separate notice; and (4) if by any other form of electronic transmission, when directed to the shareholder in such manner as the shareholder shall have specified to the Corporation. An affidavit of the Secretary or an Assistant Secretary of the Corporation, the transfer agent or other agent of

the Corporation that the notice has been given by a form of electronic transmission shall, in the absence of fraud, be prima facie evidence of the facts stated therein.

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

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

ARTICLE IV

OFFICERS

Section 1. Enumeration. The Corporation shall have a President, a Treasurer, a Secretary and such other officers as may be appointed by the Board of Directors from time to time in accordance with these Bylaws. The Board may appoint one of its members to the office of Chairman of the Board and from time to time define the powers and duties of that office notwithstanding any other provisions of these Bylaws.

Section 2. Appointment. The officers shall be appointed by the Board of Directors. A duly appointed officer may appoint one or more officers or assistant officers if authorized by the Board of Directors. Each officer has the authority and shall perform the duties set forth in these Bylaws or, to the extent consistent with these Bylaws, the duties prescribed by the Board of Directors or by direction of an officer authorized by the Board of Directors to prescribe the duties of other officers.

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

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

Section 5. Resignation. An officer may resign at any time by delivering notice of the resignation to the Corporation. A resignation is effective when the notice is delivered unless the notice specifies a later effective date. If a resignation is made effective at a later date and the Corporation accepts the future effective date, the Board of Directors may fill the pending vacancy before the effective date if the Board of Directors provides that the successor shall not take office until the effective date. An officer's resignation shall not affect the Corporation's contract rights, if any, with the officer.

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

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

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

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

Section 10. Standards Of Conduct For Officers. An officer shall discharge his or her duties: (a) in good faith; (b) with the care that a person in a like position would reasonably exercise under similar circumstances; and (c) in a manner the officer reasonably believes to be in the best interests of the Corporation. In discharging his or her duties, an officer, who does not have knowledge that makes reliance unwarranted, is entitled to rely on information, opinions, reports, or statements, including financial statements and other financial data, if prepared or presented by: (1) one or more officers or employees of the Corporation whom the officer reasonably believes to be reliable and competent with respect to the information, opinions, reports or statements presented; or (2) legal counsel, public accountants, or other persons retained by the Corporation as to matters involving skills or expertise the officer reasonably believes are matters (i) within the particular person's professional or expert competence or (ii) as to which the particular person merits confidence. An officer shall not be liable to the Corporation or its shareholders for any decision to take or not to take any action taken, or any failure to take any action, as an officer, if the duties of the officer are performed in compliance with this Section.

ARTICLE V

PROVISIONS RELATING TO SHARES

Section 1. Issuance and Consideration. The Board of Directors may issue the number of shares of each class or series authorized by the Articles of Organization. The Board of Directors may authorize shares to be issued for consideration consisting of any tangible or intangible property or benefit to the Corporation, including cash, promissory notes, services performed, contracts for services to be performed, or other securities of the Corporation. Before the

Corporation issues shares, the Board of Directors shall determine that the consideration received or to be received for shares to be issued is adequate. The Board of Directors shall determine the terms upon which the rights, options, or warrants for the purchase of shares or other securities of the Corporation are issued and the terms, including the consideration, for which the shares or other securities are to be issued.

Section 2. Share Certificates. If shares are represented by certificates, at a minimum each share certificate shall state on its face: (a) the name of the Corporation and that it is organized under the laws of The Commonwealth of Massachusetts; (b) the name of the person to whom issued; and (c) the number and class of shares and the designation of the series, if any, the certificate represents. If different classes of shares or different series within a class are authorized, then the variations in rights, preferences and limitations applicable to each class and series, and the authority of the Board of Directors to determine variations for any future class or series, must be summarized on the front or back of each certificate. Alternatively, each certificate may state conspicuously on its front or back that the Corporation will furnish the shareholder this information on request in writing and without charge. Each share certificate shall be signed, either manually or in facsimile, by the President or a Vice President and by the Treasurer or an Assistant Treasurer, or any two officers designated by the Board of Directors, and shall bear the corporate seal or its facsimile. If the person who signed, either manually or in facsimile, a share certificate no longer holds office when the certificate is issued, the certificate shall be nevertheless valid.

Section 3. Uncertificated Shares. The Board of Directors may authorize the issue of some or all of the shares of any or all of the Corporation's classes or series without certificates. The authorization shall not affect shares already represented by certificates until they are surrendered to the Corporation. Within a reasonable time after the issue or transfer of shares without certificates, the Corporation shall send the shareholder a written statement of the information required by the MBCA to be on certificates.

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

Section 5. Lost or Destroyed Certificates. The Board of Directors of the Corporation may, subject to Massachusetts General Laws, Chapter 106, Section 8-405, determine the conditions upon which a new share certificate may be issued in place of any certificate alleged to have been lost, destroyed, or wrongfully taken. The Board of Directors may, in its discretion, require the owner of such share certificate, or his or her legal representative, to give a bond, sufficient in its opinion, with or without surety, to indemnify the Corporation against any loss or claim which may arise by reason of the issue of the new certificate.

ARTICLE VI

CORPORATE RECORDS

Section 1. Records to be Kept.

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

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

(i) its Articles or Restated Articles of Organization and all amendments to them currently in effect;

(ii) its Bylaws or restated Bylaws and all amendments to them currently in effect;

(iii) 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;

(iv) the minutes of all shareholders' meetings, and records of all action taken by shareholders without a meeting, for the past three years;

(v) all written communications to shareholders generally within the past three years, including the financial statements furnished under Section 16.20 of the MBCA for the past three years;

(vi) a list of the names and business addresses of its current Directors and officers; and

(vii) its most recent annual report delivered to the Massachusetts Secretary of State.

Section 2. Inspection of Records by Shareholders.

(a) A shareholder is entitled to inspect and copy, during regular business hours at the office where they are maintained pursuant to Section 1(b) of this Article, copies of any of the records of the Corporation described in said Section if he or she gives the Corporation written

notice of his or her demand at least five business days before the date on which he or she wishes to inspect and copy.

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

(1) excerpts from minutes reflecting action taken at any meeting of the Board of Directors, records of any action of a committee of the Board of Directors while acting in place of the Board of Directors on behalf of the Corporation, minutes of any meeting of the shareholders, and records of action taken by the shareholders or Board of Directors without a meeting, to the extent not subject to inspection under subsection (a) of this Section;

(2) accounting records of the Corporation, but if the financial statements of the Corporation are audited by a certified public accountant, inspection shall be limited to the financial statements and the supporting schedules reasonably necessary to verify any line item on those statements; and

(3) the record of shareholders described in Section 1(a) of this Article.

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

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

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

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

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

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

Section 3. Scope of Inspection Right.

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

(b) The Corporation may, if reasonable, satisfy the right of a shareholder to copy records under Section 2 of this Article by furnishing to the shareholder copies by photocopy or other means chosen by the Corporation including copies furnished through an electronic transmission.

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

(d) The Corporation may comply at its expense, with a shareholder's demand to inspect the record of shareholders under Section 2(b)(3) of this Article by providing the shareholder with a list of shareholders that was compiled no earlier than the date of the shareholder's demand.

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

Section 4. Inspection of Records by Directors. A Director is entitled to inspect and copy the books, records and documents of the Corporation at any reasonable time to the extent reasonably related to the performance of the Director's duties as a Director, including duties as a member of a committee, but not for any other purpose or in any manner that would violate any duty to the Corporation.

ARTICLE VII

INDEMNIFICATION

Section 1. Definitions. In this Article the following words shall have the following meanings unless the context requires otherwise:

"Corporation", includes any domestic or foreign predecessor entity of the Corporation in a merger.

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

"Disinterested Director", a Director who, at the time of a vote or selection referred to in Section 4 of this Article, is not (i) a party to the proceeding, or (ii) an individual having a familial, financial, professional, or employment relationship with the Director whose indemnification or advance for expenses is the subject of the decision being made, which relationship would, in the circumstances, reasonably be expected to exert an influence on the Director's judgment when voting on the decision being made.

"Expenses", includes counsel fees.

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

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

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

Section 2. Indemnification of Directors and Officers.

(a) Except as otherwise provided in this 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 a Director or officer 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.

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

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

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

Section 3. Advance for Expenses. The Corporation shall, before final disposition of a proceeding, advance funds to pay for or reimburse the reasonable expenses incurred by a Director or officer who is a party to a proceeding because he or she is a Director or officer if he or she delivers to the Corporation:

(a) a written affirmation of his or her good faith belief that he or she has met the relevant standard of conduct described in Section 2 of this Article or that the proceeding involves conduct for which liability has been eliminated under a provision of the Articles of Organization as authorized by Section 2.02(b)(4) of the MBCA or any successor provision to such Section; and

(b) his or her written undertaking to repay any funds advanced if he or she is not wholly successful, on the merits or otherwise, in the defense of such proceeding and it is ultimately determined pursuant to Section 4 of this Article or by a court of competent jurisdiction that he or

she has not met the relevant standard of conduct described in Section 2 of this Article. Such undertaking must be an unlimited general obligation of the Director or officer but need not be secured and shall be accepted without reference to the financial ability of the Director or officer to make repayment.

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

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

(b) by special legal counsel (1) selected in the manner prescribed in clause (a); or (2) if there are fewer than two disinterested Directors, selected by the Board of Directors, in which selection Directors who do not qualify as disinterested Directors may participate; or

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

Section 5. Notification and Defense of Claim; Settlements.

(a) In addition to and without limiting the foregoing provisions of this Article and except to the extent otherwise required by law, it shall be a condition of the Corporation's obligation to indemnify under Section 2 of this Article (in addition to any other condition provide in these Bylaws or by law) that the person asserting, or proposing to assert, the right to be indemnified, must notify the Corporation in writing as soon as practicable of any action, suit, proceeding or investigation involving such person for which indemnity will or could be sought, but the failure to so notify shall not affect the Corporation's objection to indemnify except to the extent the Corporation is adversely affected thereby. With respect to any proceeding of which the Corporation is so notified, the Corporation will be entitled to participate therein at its own expense and/or to assume the defense thereof at its own expense, with legal counsel reasonably acceptable to such person. After notice from the Corporation to such person of its election so to assume such defense, the Corporation shall not be liable to such person for any legal or other expenses subsequently incurred by such person in connection with such action, suit, proceeding or investigation other than as provided below in this subsection (a). Such person shall have the right to employ his or her own counsel in connection with such action, suit, proceeding or investigation, but the fees and expenses of such counsel incurred after notice from the Corporation of its assumption of the defense thereof shall be at the expense of such person unless (1) the employment of counsel by such person has been authorized by the Corporation, (2) counsel to such person shall have reasonably concluded that there may be a conflict of interest or position on any significant issue between the Corporation and such person in the conduct of the defense of such action, suit, proceeding or investigation or (3) the Corporation shall not in fact have employed counsel to assume the defense of such action, suit, proceeding or investigation, in each of which cases the fees and expenses of counsel for such person shall be at the expense of the Corporation, except as otherwise expressly provided by this Article. The Corporation shall not be entitled, without the consent of such person, to assume the defense of any claim brought by or in the right of the

Corporation or as to which counsel for such person shall have reasonably made the conclusion provided for in clause (2) above.

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

Section 6. Insurance. The Corporation may purchase and maintain insurance on behalf of an individual who is a Director or officer of the Corporation, or who, while a Director or officer of the Corporation, serves at the Corporation's request as a director, officer, partner, trustee, employee, or agent of another domestic or foreign corporation, partnership, joint venture, trust, employee benefit plan, or other entity, against liability asserted against or incurred by him or her in that capacity or arising from his or her status as a Director or officer, whether or not the Corporation would have power to indemnify or advance expenses to him or her against the same liability under this Article.

Section 7. Application of this Article.

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

(b) This Article shall not limit the Corporation's power to (1) pay or reimburse expenses incurred by a Director or an officer in connection with his or her appearance as a witness in a proceeding at a time when he or she is not a party or (2) indemnify, advance expenses to or provide or maintain insurance on behalf of an employee or agent.

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

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

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

ARTICLE VIII

FISCAL YEAR

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

ARTICLE IX

AMENDMENTS

(a) The power to make, amend or repeal these Bylaws shall be in the shareholders entitled to vote. If authorized by the Articles of Organization, the Board of Directors may also make, amend or repeal these Bylaws in whole or in part, except with respect to any provision thereof which by virtue of an express provision in the MBCA, the Articles of Organization, or these Bylaws, requires action by the shareholders entitled to vote.

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

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

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

(e) A By-Law that fixes a greater or lesser quorum requirement for action by the Board of Directors, or a greater voting requirement, than provided for by the MBCA may be amended or repealed by the shareholders entitled to vote, or by the Board of Directors if authorized pursuant to subsection (a).

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

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

mass.gov/dor

Letter ID: L2012140416
Notice Date: July 3, 2019
Case ID: 0-000-762-333

CERTIFICATE OF GOOD STANDING AND/OR TAX COMPLIANCE

900006

HEKA INCORPORATED
98 SGT TM DION WAY
WESTFIELD MA 01085-1496

Why did I receive this notice?

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

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

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

What if I have questions?

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

Visit us online!

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

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

Edward W. Coyle, Jr., Chief
Collections Bureau

D
PC

The Commonwealth of Massachusetts

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

FORM MUST BE TYPED **Restated Articles of Organization** FORM MUST BE TYPED
(General Laws Chapter 156D, Section 10.07; 950 CMR 113.35)

(1) Exact name of corporation: HEKA, INC.

(2) Registered office address: 98 SGT. TM DION WAY, WESTFIELD, MA 01085
(number, street, city or town, state, zip code)

(3) Date adopted: JULY 17, 2019
(month, day, year)

(4) Approved by:

(check appropriate box)

☐ the directors without shareholder approval and shareholder approval was not required;

OR

☑ the board of directors and the shareholders in the manner required by G.L. Chapter 156D and the corporation's articles of organization.

(5) The following information is required to be included in the articles of organization pursuant to G.L. Chapter 156D, Section 2.02 except that the supplemental information provided for in Article VIII is not required:*

ARTICLE I

The exact name of the corporation is:

HEKA, INC.

ARTICLE II

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

Transact business as a registered marijuana dispensary, engage in cultivation, processing, and sale of marijuana and marijuana products. Engage in any lawful business.

** Changes to Article VIII must be made by filing a statement of change of supplemental information form.*

*** Professional corporations governed by G.L. Chapter 156A and must specify the professional activities of the corporation.*

ARTICLE III

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

WITHOUT PAR VALUE		WITH PAR VALUE		
TYPE	NUMBER OF SHARES	TYPE	NUMBER OF SHARES	PAR VALUE
Common Class A	100,000			
Common Class B	610,000			
PREFERRED	225,000			

ARTICLE IV

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

SEE CONTINUATION SHEET 4-A ATTACHED HERETO AND MADE A PART HEREOF.

ARTICLE V

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

SEE CONTINUATION SHEET 5-A ATTACHED HERETO AND MADE A PART HEREOF.

ARTICLE VI

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

SEE CONTINUATION SHEET 6-A ATTACHED HERETO AND MADE A PART HEREOF.

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

**G.L. Chapter 156D eliminates the concept of par value, however a corporation may specify par value in Article III. See G.L. Chapter 156D, Section 6.21, and the comments relative thereto.*

ARTICLE VII

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

It is hereby certified that these restated articles of organization consolidate all amendments into a single document. If a new amendment authorizes an exchange, or effects a reclassification or cancellation, of issued shares, provisions for implementing that action are set forth in these restated articles unless contained in the text of the amendment.

Specify the number(s) of the article(s) being amended: ARTICLES III, IV

Signed by: _____

(signature of authorized individual)

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

on this 26TH day of JULY, 2019

CONTINUATION SHEET 4-A

CERTIFICATE OF DESIGNATION

The following is a statement of the powers, designations, preferences, privileges, and relative, participating, optional, and other special rights of Preferred Stock and Common Stock respectively:

PART A
PREFERRED STOCK

1. Designation of Shares; Rank.

A. Designation. There shall be multiple series of Preferred Stock: The series of Preferred Stock designated and known as "Series A Convertible Preferred Stock" which shall consist of One Hundred Ten Thousand (110,000) shares; and the series designated and known as "Series B Convertible Preferred Stock" which shall consist of One Hundred Fifteen Thousand (115,000) shares.

B. Rank.

(i) The Series A Convertible Preferred Stock shall, with respect to dividend rights, have the entitlements set forth herein and shall, with respect to rights on liquidation, dissolution and winding up of the affairs of the Corporation, rank senior to all other classes and series of preferred stock, common stock and other equity securities now or hereafter designated, re-designated, authorized or otherwise established by the Board of Directors of the Corporation (the "Board of Directors") or its shareholders or issue. As used herein, "Junior Securities" shall mean the Common Stock and any other class or series of stock (including but not limited to the Series B Convertible Preferred Stock) or other equity securities of the Corporation hereafter authorized ranking junior to the Series A Convertible Preferred Stock (and thereafter to the Series B Convertible Preferred Stock) in respect of dividend rights, redemption rights or rights on liquidation, dissolution or winding up of the affairs of the Corporation.

(ii) The Series B Convertible Preferred Stock shall, with respect to dividend rights, have the entitlements set forth herein and shall, with respect to rights on liquidation, dissolution and winding up of the affairs of the Corporation, rank junior to the Series A Convertible Preferred Stock and senior to all other classes and series of preferred stock, common stock and other equity securities now or hereafter designated, re-designated, authorized or otherwise established by the Board of Directors of the Corporation.

2. Voting.

A. General. Except as provided in the Massachusetts Business

Corporation Act or as may be otherwise provided in this Certificate of Incorporation, the Stockholders Agreement (as defined below) or Bylaws, Series A Convertible Preferred Stock and Series B Convertible Preferred Stock shall not vote on any actions to be taken by the stockholders of the Corporation except that as long as either Series of Preferred Stock is outstanding, the holders are entitled to vote as a separate class for one (1) Director. Each share of Preferred Stock shall entitle the holder thereof to one (1) vote per share on each such action upon which the holder is entitled to vote.

B. Quorum. At any meeting (or written consent in lieu thereof) at which the holders of a Series of Preferred Stock are entitled to vote as a separate class, the presence in person or by proxy of the holders of at least a majority of the then outstanding shares of that Series of Preferred Stock shall be required and be sufficient to constitute a quorum of such series.

C. Observation. The Series A Convertible Preferred Shareholders shall have the right to elect as a class one (1) person to attend all Annual and Special Board Meetings, until the Conversion Event occurs for all issued Series A Convertible Preferred Shares (the "Observer"). The seat will have no voting rights and shall be selected by the majority of the Series A Convertible Preferred Shareholders.

3. Dividends.

A. General.

(i) The holders of shares of Series A Convertible Preferred Stock, shall be entitled to receive, out of funds legally available for the payment of dividends, cash dividends ("Dividends"), on a quarterly basis, for first full calendar quarter nine (9) months following the day that the Company begins retail sales ("Preferred Distribution"). Preferred Distributions shall continue be paid to Series A Convertible Preferred Stock, on a quarterly basis, until the occurrence of the conversion of all of the issued Series A Convertible Preferred into Class B Common Stock.

(ii) Following the conversion of Series A Convertible Preferred Stock to Series B Common Stock, holders of the Series B Convertible Preferred Stock shall be entitled to receive the Preferred Distribution on a quarterly basis, until the occurrence of the conversion of all of the issued Series B Convertible Preferred into Class B Common Stock.

Each Dividend shall be payable to the holders of record of shares of Preferred Stock, as they appear on the stock records of the Corporation at the close of business on the record date, not more than sixty (60) days nor less than ten (10) days preceding the applicable dividend payment date, as shall be fixed by the Board of Directors (the "Dividend Payment Date").

B. Amount of Dividends. The quarterly Dividends payable to the Preferred Stockholders, on a pro-rata basis, shall be equal to Fifty Per Cent (50%) of the Company's Free Cash Flow. "Free Cash Flow" is defined as profits after payment of Taxes, Host Community Fees and other community fees and payments, total operating expenses, all loan obligations

and other operating obligations.

C. Preference of Payments. So long as any shares of Preferred Stock are outstanding, no dividends shall be declared or paid or set apart for payment and no other distribution shall be made upon any Junior Securities for any period.

D. Redemption Preference. So long as any shares of Series A Convertible Preferred Stock are outstanding and, after conversion of such stock, so long as any shares of Series B Convertible Preferred Stock are outstanding, no shares of any Junior Securities shall be redeemed, purchased or otherwise acquired for any consideration (nor shall any monies be paid to or made available for a sinking fund for the redemption of any shares of Junior Securities) by the Corporation, directly or indirectly, except pursuant to the rights of the Corporation to purchase securities from its stockholders under the Stockholders Agreement dated as of May 8, 2018 among the Corporation and the other parties thereto (the "Stockholders Agreement").

4. Liquidation. Upon any Liquidation (as defined below) of the Corporation, the proceeds therefrom or net assets of the Corporation, as the case may be, shall be paid and distributed as follows:

(i) first, each holder of Series A Convertible Preferred Stock shall be entitled before any distribution or payment is made upon any other securities of the Corporation to be paid with respect to each outstanding share, thereof, an amount (the "Liquidation Preference Payment") equal to Seventy Five Dollars ($75.00) per share for each share of Series A Convertible Preferred Stock held.

(ii) second, each holder of Series B Convertible Preferred Stock shall be entitled before any distribution or payment is made upon any other securities of the Corporation to be paid with respect to each outstanding share, thereof, an amount (the "Liquidation Preference Payment") equal to Forty One and 50/100 Dollars ($41.50) per share for each share of Series B Convertible Preferred Stock held.

(iii) third, following payment in full to the holders of Series A and Series B Convertible Preferred Stock of all Liquidation Preference Payments, the remaining assets of the Corporation available for distribution to holders of the Corporation's capital stock shall be distributed on a pro rata basis among all holders of Common Stock.

(iv) If upon any Liquidation, the proceeds or the net assets, as the case may be, distributable under paragraph 4(i) and/or paragraph 4(ii) above among the holders of the shares of a Series of Preferred Stock shall be insufficient to pay in full the Liquidation Preference Payments, then each holder of shares of that Series shall, in the same order and priority, share ratably in the proceeds or net assets available for distribution under paragraph 4(i) or paragraph 4(ii), based upon the number of shares held by such shareholder.

(v) Whenever any distribution provided for in this paragraph 4 shall be

payable in property other than cash, the value of such distribution shall be the fair market value of such property as determined in good faith by the Board of Directors, unless the holders of at least 50% of the outstanding Preferred Stock, voting together as a single class request, in writing that an independent appraiser perform such valuation, and then by an independent appraiser selected by the Board of Directors and reasonably acceptable to the holders of at least 50% of the Preferred Stock, voting together as a single class.

(vi) As used herein, the term "Liquidation" may shall be deemed to include (A) any liquidation, dissolution or winding up of the Corporation, whether voluntary or involuntary, (B) a consolidation or merger of the Corporation into or with any other entity or entities or other change of control transaction which results in the exchange of outstanding shares of the Corporation for securities or other consideration issued or paid or caused to be issued or paid by any such entity or affiliate thereof (other than a merger to reincorporate the Corporation in a different jurisdiction) in which the stockholders of the Corporation immediately, prior to such transaction, do not continue to hold a greater than 50% interest in the successor entity immediately following such transaction, (C) a transaction or series of transactions that results in the transfer of more than 50% of the voting power of the Corporation (provided, however, that (i) the issuance of either Series A or Series B Convertible Preferred Stock, (ii) the issuance of shares of the Corporation pursuant to any Corporation's Incentive Stock Plan (as approved by the Board of Directors of the Corporation) (the "Plan"), (iii) the conversion of the Series A Convertible Preferred Stock or Series B Convertible Preferred Stock to Common Stock of the Corporation, or (iv) the issuance of shares of Common Stock to the public pursuant to a Qualified Public Offering shall not be deemed to be such a "transaction" or "series of transactions"), or (D) the sale, lease, abandonment, transfer or other disposition by the Corporation of all or substantially all its assets (which shall include any effective transfer of assets regardless of the structure of any such transaction as a license or otherwise).

(vii) Written notice of such Liquidation, stating a payment date, the amount of the Liquidation Preference Payments and the place where said Liquidation Preference Payments shall be payable, shall be delivered in person or mailed by certified or registered mail, return receipt requested, not less than twenty (20) days prior to the payment date stated therein, to the holders of record of Preferred Stock, such notice to be addressed to each such holder at its address as shown by the records of the Corporation.

(viii) After the payment of all amounts required to be paid pursuant to this Section 4 with respect to any shares of Series A Convertible Preferred Stock or Series B Convertible Preferred Stock, such shares shall no longer be deemed to be outstanding and all rights with respect to such shares shall forthwith cease.

5. Conversions. Shares of Series A Convertible Preferred Stock and Series B Convertible Preferred Stock shall be converted to the Corporation's Class B Common Stock as follows:

A. Conversion.

(i) Upon the Series A Convertible Preferred Shareholders receiving dividend distributions, or any other payment from the Company equaling 1.5X the Purchase Price per Share ($75.00/Share) (the "Conversion A Amount"), each Share shall convert on the books and records of the Company without any further action on the part of the Shareholders into 1.2898901 shares of the Company's Class B Common Stock ("Conversion A Event").

(ii) Upon the Series B Convertible Preferred Shareholders receiving dividend distributions, or any other payment from the Company equaling 1X the Purchase Price per Share ($41.50/Share), each Share shall convert on the books and records of the Company without any further action on the part of the Shareholders into a single share of the Company's Preferred Class B Common Stock ("Conversion B Event").

B. Issuance of Certificates; Time Conversion Effected. Upon payment of the Conversion A Amount or the Conversion B Amount, holders shall surrender the certificate or certificates for the share or shares of Preferred Stock to be converted and the Corporation shall issue and deliver, or cause to be issued and delivered, to the holder, registered in such name or names as such holder may direct, a certificate or certificates for the number of whole shares of Class B Common Stock issuable upon the conversion of such share or shares of Preferred Stock. To the extent permitted by law, such conversion shall be deemed to have been effected as of the payment of the Conversion Amount and the certificate or certificates for such share or shares shall be deemed to have been surrendered and at such time the rights of the holder of such share or shares of Preferred Stock shall cease, and the person or persons in whose name or names any certificate or certificates for shares of Common Stock shall be issuable upon such conversion shall be deemed to have become the holder or holders of record of the shares represented thereby.

C. Fractional Shares. No fractional shares shall be issued upon conversion of Preferred Stock into Class B Common Stock and no payment or adjustment shall be made upon any conversion on account of any cash dividends on the Common Stock issued upon such conversion.

D. Reorganization or Reclassification. If any capital reorganization or reclassification of the capital stock of the Corporation shall be effected in such a way that holders of Common Stock shall be entitled to receive stock, securities or assets with respect to or in exchange for Common Stock, then, as a condition of such reorganization or re-classification, lawful and adequate provisions shall be made whereby each holder of a share or shares of Preferred Stock shall thereupon have the right to receive upon the same basis and upon the terms and conditions specified for shares of Common Stock, such shares of stock, securities or assets as may be issued or payable with respect to shares of such Common Stock.

E. Notices. In case at any time:

(i) the Corporation shall declare any dividend upon its Common Stock

payable in cash or stock or make any other distribution to the holders of its Common Stock;

(ii) the Corporation shall offer for subscription pro rata to the holders of its Common Stock any additional shares of stock of any class or other rights;

(iii) there shall be any capital reorganization or reclassification of the capital stock of the Corporation; or

(iv) there shall be a Liquidation,

then, in any one or more of said cases, the Corporation shall give, by delivery in person or certified or registered mail, return receipt requested, addressed to each holder of shares of Preferred Stock at the address of such holder as shown on the books of the Corporation, (A) at least twenty (20) days prior written notice of the date on which the books of the Corporation shall close or a record shall be taken for such dividend, distribution or subscription rights or for determining rights to vote in respect of any such reorganization, reclassification, consolidation, merger, disposition, dissolution, liquidation or winding up and (B) in the case of any such reorganization, reclassification, consolidation, merger, disposition, dissolution, liquidation or winding up, at least twenty (20) days' prior written notice of the date when the same shall take place. Such notice in accordance with the foregoing clause (A) shall also specify, in the case of any such dividend, distribution or subscription rights, the date of which the holders of Common Stock shall be entitled thereto and such notice in accordance with the foregoing clause (B) shall also specify the date on which the holders of Common Stock shall be entitled to exchange their Common Stock for securities or other property deliverable upon such reorganization, reclassification, consolidation, merger, disposition, dissolution, liquidation or winding up, as the case may be.

F. Stock to be Reserved. The Corporation will at all times reserve and keep available out of its authorized Common Stock, solely for the purpose of issuance upon the conversion of Convertible Preferred Stock as herein provided, such number of shares of Common Stock as shall then be issuable upon the conversion of all outstanding shares of Preferred Stock. The Corporation covenants that all shares of Common Stock, which shall be so issued shall be duly and validly issued and fully paid and non-assessable and free from all taxes, liens and charges with respect to the issuance thereof.

G. No Reissuance of Convertible Preferred Stock. Shares of Series A and Series B Convertible Preferred Stock, which are converted into shares of Class B Common Stock as provided herein shall not be reissued. Rather, both Series of Convertible Preferred Stock shall be retired, terminated and void thereafter.

H. Issue Tax. Certificates for shares of Class B Common Stock, upon conversion of Convertible Preferred Stock, shall be issued without charge to the holders thereof for any issuance tax in respect thereof, provided, however, that the Corporation shall not be required to pay any tax which may be payable in respect of any transfer involved in the issuance and delivery of any certificate in a name other than that of the holder of Convertible Preferred Stock which is being converted.

I. Closing of Books. The Corporation will at no time close its transfer books against the transfer of any Convertible Preferred Stock or of any shares of Class B Common Stock issued or issuable upon the conversion of any shares of Convertible Preferred Stock in any manner which interferes with the timely conversion of such Convertible Preferred Stock except as may otherwise be required to comply with applicable securities laws.

J. Definition of Common Stock. As used in this paragraph 5, the term "Common Stock" shall mean and include the Corporation's authorized Class A and Class B Common Stock no par value, as constituted on the date of filing of the Articles of Incorporation, and any amendment thereto.

6. Restrictions and Limitations on Corporate Action and Amendments to Charter. At any time when shares of Series A Convertible Preferred Stock or Series B Convertible Preferred Stock are outstanding, the Corporation shall not take any corporate action or otherwise amend its Articles of Incorporation or By-laws without the approval by vote or written consent of the holders of at least Fifty One Percent (51%) of the then outstanding shares of Series A Convertible Preferred Stock or Series B Convertible Preferred Stock or voting or consenting separately as a class, if such corporate action or amendment would:

(i) amend, alter or repeal (whether by merger, consolidation, combination, reclassification or otherwise) (i) any of the provisions of the Articles of Incorporation or By-laws of the Corporation in a manner that would adversely affect the rights, preferences, privileges of, or limitations provided for herein for the benefit of, the Series of Convertible Preferred Stock or (ii) any of the rights, preferences, privileges of, or limitations provided for herein for the benefit of the Series of Convertible Preferred Stock;

(ii) increase or decrease (other than by redemption or conversion as expressly provided for in this Certificate of Incorporation) the authorized number of shares of the Preferred Stock;

(iii) redeem or otherwise acquire any shares of any equity securities of the Corporation except as expressly authorized in the Articles of Incorporation; or

(iv) amend any provisions of this paragraph.

PART B
COMMON STOCK

The rights, preferences, privileges and restrictions and other matters relating to the Common Stock are as follows:

1. General. The dividend and liquidation rights of the holders of the Common Stock are subject to and qualified by the rights of the holders of the Series A Convertible Preferred Stock and Series B Convertible Preferred Stock.

2. Voting. The holders of the Class A Common Stock are entitled to one vote for

each share held at all meetings of stockholders (and written actions in lieu of meetings). Except as provided in the Massachusetts Business Corporation Act, Class B Common Stock shall not be entitled to vote on any matter at any meeting of the Shareholders.

3. Dividends. Subject to Section 3 of Part A of this Article, immediately following the payment of the Conversion A Amount and the conversion of all Series A Preferred Stock to Class B Common Stock and the payment of the Conversion B Amount and the conversion of all Series B Preferred Stock to Class B Common Stock, on a Quarterly basis, all Common Stockholders, on a pro-rata basis, shall be paid dividends equal to Fifty Per Cent (50%) of the Company's Free Cash Flow ("Common Dividend Payments").

Each Common Dividend Payment shall be payable to the holders of record of shares of Common Stock, as they appear on the stock records of the Corporation at the close of business on the record date, not more than sixty (60) days nor less than ten (10) days preceding the applicable dividend payment date as shall be fixed by the Board of Directors (the "Common Dividend Payment Date").

4. Liquidation. Upon the Liquidation of the Corporation, whether voluntary or involuntary, holders of Common Stock will be entitled to receive all assets of the Corporation available for distribution to its stockholders, subject to any preferential rights of any then outstanding Preferred Stock.

CONTINUATION SHEET 5A

Permissive Imposition of Restrictions on Stock Transfer

In the event that either (i) any two or more stockholders or subscribers to stock of the Corporation shall enter into any agreement abridging, limiting or restricting the rights of any one or more of them to sell, assign, transfer, mortgage, pledge or hypothecate any or all of the stock of the Corporation held by any one or more of them, and if a copy of such agreement shall be filed with the Corporation or if the Corporation shall be a party to such agreement, or (ii) the incorporators or the stockholders entitled to vote shall adopt any by-law provision abridging, limiting or restricting such rights of any stockholders, then and in either of such events, a reference to such abridgements, limitations or restrictions shall be endorsed on all certificates of stock of stockholders subject to such restrictions by an officer of the Corporation, and such stock shall not thereafter be transferred on the books of the Corporation except in accordance with the terms and provisions of such agreement or by-law, as the case may be; provided, however, the lack of such endorsement shall not invalidate or render unenforceable any such restrictions.

Continuation Sheet 6-A

(a) Personal liability of directors to corporation. No director shall have personal liability to the corporation for monetary damages for breach of his or her fiduciary duty as a director notwithstanding any provision of law imposing such liability, provided that this provision shall not eliminate or limit the liability of a director (i) for any breach of the director's duty of loyalty to the corporation or its shareholders, (ii) for acts of omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (iii) for improper distributions under Section 6.40 of Chapter 156D of the General Laws of Massachusetts, or (iv) for any transaction from which the director derived an improper personal benefit. Any repeal or modification of this provision, directly or indirectly, such as by adoption of an inconsistent provision of these Articles of Organization, shall not adversely affect any right or protection of a Director of the Corporation existing at the time of such repeal or modification.

(b) Authorization of directors to make, amend, or repeal bylaws. The board of directors may make, amend or repeal the bylaws in whole or in part, except with respect to any provision thereof which by virtue of an express provision in Chapter 156D of the General Laws of Massachusetts, these Articles of Organization or the bylaws requires action by the shareholders.

(c) Shareholder action without a meeting by less than unanimous consent. Action required or permitted by Chapter 156D of the General Laws of Massachusetts to be taken at a shareholders' meeting may, pursuant to Section 7.04 of Chapter 156D, be taken without a meeting by shareholders having not less than the minimum number of votes necessary to take the action at a meeting at which all shareholders entitled to vote on the action are present and voting.

(d) Shareholder vote required to approve matters acted on by shareholders. The affirmative vote of a majority of all the shares in a voting group eligible to vote on a matter shall be sufficient for the approval of the matter, notwithstanding any greater vote on the matter otherwise required by any provision of Chapter 156D of the General Laws of Massachusetts.

(e) Minimum number of directors. The board of directors may consist of one or more individuals, notwithstanding the number of shareholders.

(f) Indemnification

1. Definitions. For purposes of this Provision:

(a) A "Director" or "Officer" means any person serving as a director of the Corporation or in any other office filled by appointment or election by the directors or the stockholders and also includes (i) a Director or Officer of the Corporation serving at the request of the Corporation as a director, officer, employee, trustee, partner or other agent of another organization, and (ii) any person who formerly served as such a Director or Officer;

(b) "Expenses" means (i) all expenses (including attorney's fees and disbursements) actually and reasonably incurred in defense of a Proceeding, in being a witness

in a Proceeding, or in successfully seeking indemnification under this Provision, (ii) such expenses incurred in connection with a Proceeding initiated by a Director or Officer as may be approved by the Board of Directors, and (iii) any judgments, awards, fines or penalties paid by a Director or Officer in connection with a Proceeding or reasonable amounts paid in settlement of a Proceeding; and

(c) A "Proceeding" means any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative and any claim which could be the subject of a Proceeding.

2. Right to Indemnification. Except as limited by law, the Corporation shall indemnify its Directors and Officers against all Expenses incurred by them in connection with any Proceedings in which they are involved as a result of their service as a Director or Officer, except that (i) no indemnification shall be provided for any Director or Officer regarding any matter as to which it shall be adjudicated or determined pursuant to paragraph 5 of this Provision that he did not act in good faith and in the reasonable belief that his action was in the best interests of the Corporation, or, with respect to a criminal matter, that he had reasonable cause to believe that his conduct was unlawful, and (ii) no indemnification shall be provided for any Director or Officer with respect to any Proceeding by or in the right of the Corporation or alleging that a Director or Officer received an improper personal benefit if he is adjudged liable to the Corporation in such Proceeding or, in the absence of such an adjudication, if he is determined to be ineligible for indemnification under the circumstances pursuant to paragraph 5 of this Provision; provided, however, that indemnification of Expenses incurred by a Director or Officer in connection with a Proceeding alleging that he received an improper personal benefit as a result of his status as such may be paid if and to the extent authorized by the Board of Directors, if the Director or Officer is successful on the merits in the defense of such Proceeding.

3. Settled Proceedings. If a Proceeding is compromised or Settled in a manner which imposes any liability or obligation upon a Director or Officer, no indemnification shall be provided to him with respect to any Proceeding unless a court having jurisdiction determines that indemnification is reasonable and proper under the circumstances, or if no such judicial determination has been made, a determination is made pursuant to paragraph 5 of this Provision on the basis of the circumstances known at the time of such determination (without further investigation) that said Director or Officer is ineligible for indemnification.

4. Advance Payments. Except as limited by law, Expenses incurred by a Director or Officer in defending any Proceeding, including a Proceeding by or in the right of the Corporation, shall be paid by the Corporation to said Director or Officer in advance of final disposition of the Proceeding upon receipt of his written undertaking to repay such amount if he is determined pursuant to paragraph 5 of this Provision or adjudicated to be ineligible for indemnification, which undertaking shall be an unlimited general obligation but need not be secured and may be accepted without regard to the financial ability of such person to make repayment; provided, however, that no such advance payment of Expenses shall be made if it is determined pursuant to paragraph 5 of this provision on the basis of the circumstances known at the time of such advance (without further investigation)that said Director or Officer is ineligible for indemnification.

5. Determinations; Payments. The determination of whether a Director or Officer is eligible or ineligible for indemnification under this Provision shall be made in each

instance by (a) a majority of the Directors or a committee thereof composed of Directors who are not parties to the Proceeding in question, (b) independent legal counsel appointed by a majority of such Directors, or if there are none, by a majority of the Directors in office, or (c) a majority vote of the stockholders who are not parties to the Proceeding in question. Notwithstanding the foregoing, a court having jurisdiction (which need not be the court in which the Proceeding in question was brought) may grant or deny indemnification in each instance under the Provisions of law and this Provision. The Corporation shall be obliged to pay indemnification applied for by a Director or Officer unless there is an adverse determination (as provided above) within 45 days after the application. If indemnification is denied, the applicant may seek an independent determination of his right to indemnification by a court, and in such event the Corporation shall have the burden of proving that the applicant was ineligible for indemnification under these provisions.

6. Insurance. The Corporation shall have power to purchase and maintain insurance on behalf of any agent, employee, Director or Officer against any liability or cost incurred by him in any such capacity or arising out of his status as such, whether or not the Corporation would have power to indemnify him against such liability or cost.

7. Responsibility With Respect to Employee Benefit Plan. If the Corporation or any of its Directors or Officers sponsors or undertakes any responsibility as a fiduciary with respect to an employee benefit plan, then for purposes of indemnification of such persons under this Provision (i) a "Director" or "Officer" shall be deemed to include any Director or Officer of the Corporation who serves at its request in any capacity with respect to said plan, (ii) such Director or Officer shall not be deemed to have failed to act in good faith in the reasonable belief that his action was in the best interests of the Corporation if he acted in good faith in the reasonable belief that his action was in the best interests of the participants or beneficiaries of said plan, and (iii) "Expenses" shall be deemed to include any taxes or penalties imposed on such Director or Officer with respect to said Plan under applicable law.

8. Heirs and Personal Representatives. The indemnification provided by this Provision shall inure to the benefit of the heirs and personal representatives of a Director or Officer.

9. Non-Exclusivity. This Provision shall not be construed to limit the power of the Corporation to indemnify its Directors or Officers to the full extent permitted by law or to enter into specific agreements, commitments or arrangements for indemnification permitted by law. In addition, the Corporation shall have power to indemnify any of its agents or employees who are not Directors or Officers on any terms not prohibited by law which it deems to be appropriate. The absence of any express provisions for indemnification herein shall not limit any right of indemnification existing independently of this Provision.

10. Amendment. This Provision may be amended or repealed by the stockholders; however, no amendment or repeal of this Provision or any part hereof which adversely affects the rights of a Director or Officer under this Provision with respect to his acts or omissions at any time prior to such amendment or repeal shall apply to him without his consent.

(g) Interested Parties.

The Corporation may enter into contracts or transact business with one or more of its

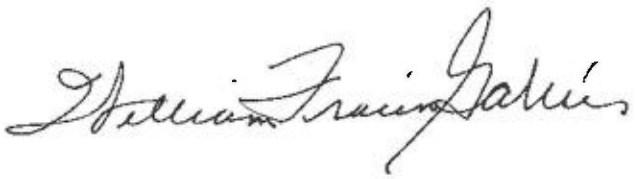
Directors, Officers or stockholders or with any corporation, organization or other concern in which any one or more of its Directors, Officers or stockholders are directors, officers, stockholders or are otherwise interested and may enter into other contracts or transactions in which any one or more of its Directors, Officers or stockholders is in any way interested; and, in the absence of fraud, no such contract or transaction shall be invalidated or in any way affected by the fact that such Directors, Officers or stockholders of the Corporation have or may have interests which are or might be adverse to the interest of the Corporation even though the vote or action of Directors, Officers or stockholders having such adverse interests may have been necessary to obligate the Corporation upon such contract or transaction. At any meeting of the Board of Directors of the Corporation (or of any duly authorized committee thereof) at which any such contract or transaction shall be authorized or ratified, any such Director or Directors may vote or act thereat with like force and effect as if he had no such interest, provided in such case the nature of such interest shall be disclosed or shall have been known to the Directors or a majority thereof. A general notice that a Director or Officer is interested in any corporation or other concern of any kind above referred to shall be a sufficient disclosure as to the nature of such interest of such Director or Officer with respect to all contracts and transactions with such corporation or other concern. No Director shall be disqualified from holding office as Director or Officer of the Corporation by reason of any such adverse interest, unless the Board of Directors shall determine that such adverse interest is detrimental to the interests of the Corporation.

MA SOC Filing Number: 201917204310 Date: 7/30/2019 10:37:00 AM

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:

July 30, 2019 10:37 AM



WILLIAM FRANCIS GALVIN

Secretary of the Commonwealth

The Commonwealth of Massachusetts

Secretary of the Commonwealth

State House, Boston, Massachusetts 02133

William Francis Galvin
Secretary of the
Commonwealth

August 15, 2019

TO WHOM IT MAY CONCERN:

I hereby certify that according to the records of this office,

HEKA, INC.

is a domestic corporation organized on **November 29, 2017**, 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

Processed By: TAA

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/22/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Gail Croake	
Borawski Insurance 88 King Street, Suite B Northampton MA 01060-3257	PHONE (A/C, No, Ext): (413) 586-5011	FAX (A/C, No): (413) 586-7973
	E-MAIL ADDRESS: gcroake@borawskiinsurance.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Scottsdale	XSB007
INSURED Yoshi Corporation 98 Sgt T M Dion Way Westfield MA 01085	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 18/19 GL **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:			CPS2874919	10/20/2018	10/20/2019	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
	☐ **UMBRELLA LIAB** ☐ OCCUR ☐ **EXCESS LIAB** ☐ CLAIMS-MADE ☐ DED ☐ RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ **(Mandatory in NH)** N / A If yes, describe under DESCRIPTION OF OPERATIONS below						☐ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Locations: 98 SGT T M Dion Way, Westfield, MA 01085 & 745 East Street, Pittsfield, MA 01201

Products and completed operations for Yoshi Corporation is for building operations only for the landlord.

CERTIFICATE HOLDER

For Insurance Purposes Only

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

David J Malek

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Heka Business Plan Summary
"Start of Operations"
September 12, 2019

Heka Business Plan Summary

Heka Incorporated's ("Heka") Massachusetts Business Plan is to own and operate the maximum allowed Massachusetts Medical Marijuana and Adult Use Marijuana Cultivation, Processing and Dispensary facilities.

As part of this plan, Heka's mission is to build and operate its facilities to the highest standard possible, with aspirations of being recognized, nationally, in the top 10. Heka also believes that its branding will be embraced as one of the most well thought-out and reliable brands to date.

Heka has moved forward with its Business Plan by identifying and executing its deployment in the following locations.

1. Westfield – 98 Sgt. TM Dion Way, Westfield, Massachusetts 01085 (40,000 S.F.)
    a. Local Permitting – Complete
    b. Cultivation Canopy – approximately 23,000 S.F. (200 lbs./week usable cannabis)
    c. Processing – approximately 15,000 S.F. (Full processing and kitchen)
    d. Dispensary – approximately 6,500 S.F. (Medical & Adult Use)
    e. Considering location of additional cultivation facilities 2020

2. Pittsfield – 745 East Street, Pittsfield, Massachusetts 01201
    a. Local Permitting – Complete
    b. Dispensary – approximately 6,500 S.F. (Medical & Adult Use)
    c. Considering location of additional cultivation facilities 2020

3. Palmer – 289 Wilbraham Road, Palmer, Massachusetts 01069
    a. Local Permitting – Under way (good local support)
    b. Dispensary – approximately 6,500 S.F. (Medical & Adult Use)
    c. Considering location of additional cultivation facilities 2020

Awaiting approvals from the Massachusetts Cannabis Commission, Heka should be prepared for Final Inspection in mid-2019 to begin cultivation and processing at the Westfield facility by early 2020, with retail sales from the Westfield and Pittsfield Dispensaries commencing shortly after. Based on current local permitting timelines, Heka is working to begin retail sales from the Palmer Dispensary in mid to late 2020.

Heka's Westfield Cultivation and Processing Facility will have the capability to supply Heka's 3 anticipated Dispensaries with all products at full capacity, with additional wholesale supply available for other Massachusetts RMDs and Adult Use Dispensaries.

Based on current Massachusetts market conditions and due to the vast majority of Adult Use Dispensaries looking to open with no cultivation or processing capabilities of their own, a significant shortfall in wholesale supply will occur for a few years. Due to the fact that Heka currently holds 3 Medical Marijuana Provisional Certificates and Adult Use priority registration status, Heka anticipates the need for more than one cultivation facility and looks to begin construction of a 2nd 75,000 sq. ft. canopy cultivation and processing facility in mid-2020. The marijuana and marijuana products from this facility will be sold to the Massachusetts Medical and Adult Use wholesale marketplace, likely under long-term supply agreements.

HEKA INCORPORATED

POLICY: RECORD RETENTION

POLICY

Heka Inc. ("Heka") retains business and clinical records for a period no less than required by law and in accordance with 935 CMR 500.105(9) and 935 CMR 501.105(9). The Heka Executive Management team is responsible for the proper retention, storage, and disposal of records that Heka generates, maintains and/or receives in the course of doing business. Such records include but are not limited to written operating procedures and inventory and seed-to-sale tracking, personnel, general business and financial, sales and dispensing, and waste disposal records. Heka's management team is responsible for the proper retention, storage and disposal of records that Heka generates, maintains and/or receives in the course of doing business.

PROCEDURE

1. Heka protects the security, privacy, and confidentiality of records as required by law, contract, or regulatory body, including those records containing confidential information. This includes Adult Consumer, Registered Qualifying Patient, Personal Caregiver, and employee records containing such information.

2. All records subject to confidentiality restrictions are stored securely, whether electronically or in hard copy.

3. Heka conducts an annual review of the records it maintains to determine whether they have reached their disposal date.

4. All records that may substantially affect the rights and obligations of Heka are retained for a period of time and in a manner, that will allow for the availability of those records when needed.

5. Heka records shall be made available for inspection by the Cannabis Control Commission ("the Commission") upon request in accordance with 935 CMR 500.105(9) and 935 CMR 501.105(9).

6. Heka shall maintain all records that are required by any section of 935 CMR 500.000, 935 CMR 501.000, and 935 CMR 502.000, in addition to the specific records described in the Record Retention Schedule attached hereto as Appendix A. See also 935 CMR 500.105(9)(a)-(f) and 935 CMR 501.105(9)(a)-(f). The Record Retention Schedule also sets forth required retention periods for specific types of records, and is used to determine the appropriate retention period for certain Heka records.

7. Following any closure of Heka, all records will be securely maintained for at least two (2) years at the expense of Heka and in a form and location acceptable to the Commission in accordance with 935 CMR 500.105(9)(g) and 935 CMR 501.105(9)(g).

APPROVED BY:

_____ _____

Mark A. Dupuis, President/CEO/COO Date

APPENDIX A

RECORD RETENTION SCHEDULE

General Records

Record Type	Heka Retention Period
Operating procedures required by 935 CMR 500.105(1) and 935 CMR 501.105(1)	Indefinitely
Inventory records required by 935 CMR 500.105(8) and 935 CMR 501.105(7)	Indefinitely
Seed-to-sale tracking records for marijuana and marijuana products required by 935 CMR 500.105(8)(e) and 935 CMR 501.105(7)(e)	Indefinitely
Video recordings from Heka security system, as required by 935 CMR 500.110(5)(a)(5) and 935 CMR 501.110(4)(a)(5)	90 calendar days, unless Heka is aware of a pending criminal, civil or administrative investigation, or legal proceeding for which the recording may contain relevant information
Incident reports submitted to the Commission and local law enforcement, as required by 935 CMR 500.110(7) and 935 CMR 501.110(6)	1 year
Waste disposal records required under 935 CMR 500.105(12) and 935 CMR 501.105(10)(b)	3 years, unless an extension is ordered by the Commission or for the duration of an enforcement action
Shipping manifests and transportation logs required under 935 CMR 500.105(13)(f)(5) and 935 CMR 501.110(5)(c)	1 year
Marijuana and marijuana product testing results required under 935 CMR 500.160(3) and 935 CMR 501.105(3)(b)(2)	1 year
Records pertaining to Registered Qualifying Patients and Personal Caregivers	Indefinitely

Business Records

Record Type	Heka Retention Period
Assets and liabilities, as required by 935 CMR 500.105(9)(e)(1) and 935 CMR 501.105(9)(e)(1)	10 years
Monetary transactions, as required by 935 CMR 500.105(9)(e)(2) and 935 CMR 501.105(9)(e)(2)	10 years
Books of accounts, including journals, ledgers, and supporting documents, agreements, checks, invoices and vouchers, as required by 935 CMR 500.105(9)(e)(3) and 935 CMR 501.105(9)(e)(3)	10 years

Sales records indicating the quantity of marijuana dispensed, its form, cost and, in the case of a medical-use sale, the Registered Qualifying Patient or Personal Caregiver name, as required by 935 CMR 500.105(9)(e)(4) and 935 CMR 501.105(9)(e)(4)	10 years
Salary and wages paid to each employee, stipend paid to each board member, and any executive compensation, bonus, benefit, or item of value paid to any individual affiliated with Heka, including members of the Heka corporation, if any, as required by 935 CMR 500.105(9)(e)(5) and 935 CMR 501.105(9)(e)(5)	10 years

Personnel Records

Record Type	**Heka Retention Period**
Job descriptions for all employees and volunteers, as required by 935 CMR 500.105(9)(d)(1) and 935 CMR 501.105(9)(d)(1)	Indefinitely
Organizational charts consistent with job descriptions, as required by 935 CMR 500.105(9)(d)(1) and 935 CMR 501.105(9)(d)(1)	Indefinitely
Staffing plan(s) demonstrating accessible business hours and safe cultivation conditions, as required by 935 CMR 500.105(9)(d)(3) and 935 CMR 501.105(9)(d)(3)	Indefinitely
Personnel policies and procedures, as required by 935 CMR 500.105(9)(d)(4) and 935 CMR 501.105(9)(d)(4)	Indefinitely
CORI reports obtained in accordance with 935 CMR 500.030, 935 CMR 501.030(3), MGL c. 6, § 172 and 803 CMR 2.00	Duration of employment plus 6 years
Individual personnel file for each Agent, as required by935 CMR 500.105(9)(d)(2) and 935 CMR 501.105(9)(d)(2), including: 1) All materials submitted to the Commission pursuant to935 CMR 500.030(2) and 935 CMR 501.030(2); 2) Documentation of verification of references; 3) Job description or employee contract that includes duties, authority, responsibilities, qualifications, and supervision; 4) Documentation of required employee	Duration of employment plus 6 years

trainings; 5) A copy of the application Heka submitted to the Commission on behalf of any prospective RMD Agent; 6) A notice of completed responsible vendor and related duty training for any Marijuana Establishment agent; 7) Periodic performance evaluations; and 8) Disciplinary actions taken.	

HEKA INCORPORATED

POLICY: MAINTAINING FINANCIAL RECORDS

POLICY

Heka will operate a co-located medical and adult use marijuana establishment in accordance with applicable law and regulation and shall maintain general business and financial records in accordance with generally accepted accounting principles and 935 CMR 500.105(9)(e).

PROCEDURE

1. Business and financial records maintained by Heka include manual or computerized records of: assets and liabilities; monetary transactions; books of accounts, including journals, ledgers, and supporting documents, agreements, checks, invoices, and vouchers; sales records including the quantity, form, and cost of marijuana products; and salary and wages paid to each employee, and any executive compensation, bonus, benefit, or item of value paid to any individual affiliated with Heka in accordance with 935 CMR 500.105(9)(e).

2. Heka will use a point of sale system which has a sales recording module that is approved by the Massachusetts Department of Revenue (DOR).

3. Heka will conduct a monthly analysis of its equipment and sales data to ensure no software has been installed which could manipulate or alter sales data, and this analysis and related records will be made available to the Commission upon request.

4. All Heka marijuana sales records will be kept in compliance with DOR record retention requirements set forth in 830 CMR 62C.25.1 and Directive 16-1.

5. Heka's point of sale system will be able to differentiate between dispensing sales to medical- and adult-use consumers.

APPROVED BY:

_____ _____

Mark A. Dupuis. President/CEO/COO Date

HEKA INCORPORATED

POLICY: EMPLOYEE TRAINING

POLICY

Heka, Inc. ("Heka") ensures that all RMD and Marijuana Establishment Agents complete a comprehensive training and orientation program prior to performing any related job functions in accordance with 935 CMR 500.105(2) and 935 CMR 501.105(8). Training will be tailored to the roles and responsibilities of the job function of each Agent. In addition to initial new employee orientation, staff shall receive at least eight (8) hours of on-going training annually with many of the materials from the new employee orientation being updated with additional training throughout the year.

All training sessions shall be conducted in a live format with active learning techniques used to verify that attendees have obtained adequate knowledge of the topic including a post-test for each session. In addition, a written list of attendees of each session shall be recorded, dated, signed by the instructor and kept in a readily retrievable file.

Staff training will be focused on the following areas:

- ✓ Regulatory Compliance
- ✓ Patient/Caregiver Registration and Confidentiality
- ✓ Adult Retail Identification
- ✓ Safe Handling Practices
- ✓ Security and Diversion
- ✓ Inventory and Seed-to-sale SOR
- ✓ Responsible Vendor Program

PROCEDURE

1. New employees shall attend a mandatory orientation session conducted by the Executive Management Team (or designee) prior to commencing any job activities in the Heka facility. The orientation shall include an overview of all aspects of the Heka facility regardless of the staff member's specific job responsibilities.

2. During orientation, new employees will attend a session regarding the Cannabis Control Commission ("the Commission") regulations (935 CMR 500.000, 935 CMR 501.000, and 935 CMR 502.000) and shall be given sufficient background on the purpose and scope of these regulations. This segment of the orientation shall be conducted by the Heka Vice President of Compliance. Additional sessions will be provided at least quarterly or more frequently, as necessary, depending on whether there are any recent updates to the Commission's Marijuana Establishment, RMD, or Colocated Marijuana Operation regulations or any other relevant regulations.

3. At staff orientation, there will be a session regarding the proper method for verifying a Registered Qualifying Patient's or Personal Caregiver's Commission-issued Registration Card and additional identification documents required for medical- and adult-use transactions. Information provided shall focus on the type of identification documents required by the Commission's regulations and related policies for verifying this information for both on-site dispensing, retail, and deliveries to the patient's home.

4. All new employees within each of the dispensary divisions (cultivation, processing and dispensing) will receive orientation and quarterly training around the safe handling of marijuana. This lecture series will ensure the safety and security of all staff and Heka Adult Consumers Patients. These sessions shall be conducted by the specific Heka management personnel responsible for the particular area of focus.

5. The Heka's Continuing Education Staff shall conduct a comprehensive training and orientation session for all new employees to discuss the responsible use of marijuana and marijuana products. Such training shall include the safe use of the products, interactions with other medications, methods of taking marijuana and marijuana products, testing procedures, types and strains and effectiveness, as well as general requirements for the use of marijuana.

6. Prior to work commencement relative to Heka's RMD operations, new employees will be instructed on all aspects of patient case management and related policies and procedures. The training will be conducted by the Case Management Staff and include an overview of the initial intake process including forms and patient communications, an evaluation of patient needs, and patient follow up. This session shall also focus on the Commission's requirement for training on patient confidentiality including HIPAA compliance. Employees will be trained to achieve Heka's goal to improve patient outcomes, quality, and goals of life. This training will be conducted on an ongoing basis with regular sessions throughout the course of the year.

7. The new employee orientation and ongoing training sessions shall include a section on security and diversion. The training will be conducted by the Heka Vice President of Security Services and other trained security staff members and shall include physical plant security, delivery security, Adult Consumer, Patient, Caregiver and visitor security measures, incident (robbery) protocols and prevention, and reporting of diversion.

8. The Heka Director of Cultivation shall provide a comprehensive overview of the growing, cultivation, and processing of marijuana plants. This section shall include a detailed description of the growing process from seed/clone to finished product, processing of marijuana products, and laboratory testing.

9. All existing and new Heka staff will be cross-trained on how to perform their respective job duties and responsibilities in compliance with both the medical and adult-use marijuana regulations. Such cross-training will include, but not be limited to, training dispensing staff on differences in point-of-sale transactions for medical patients and caregivers and adult-use retail sales, training packaging staff on the different labeling requirements for marijuana and marijuana products that will be dispensed in the medical and adult-use programs, and training all applicable staff on appropriate inventory and recordkeeping requirements for medical and adult-use program requirements.

10. All existing and new Heka staff will seek dual registration status as an RMD Agent and Marijuana Establishment Agent with the Commission.

11. All employees shall obtain training on the use of the Heka computer systems with regard to their specific job descriptions. Retail Agents shall be trained in the point-of-sale system; security staff shall learn the security systems; and cultivation staff shall learn the seed-to-sale component. Sessions will be conducted by the Director of Technology or a member of the Heka Management Team and repeated as needed or as system updates occur.

12. Senior Management and/or other Management shall participate in the orientation sessions as needed and will ensure that the sessions are adequate for the successful initial training of new employees and for the ongoing education of all Heka staff.

APPROVED BY:

_____ _____

Mark A. Dupuis, President/CEO/COO Date

HEKA INCORPORATED

POLICY: RESTRICTING ACCESS TO AGE 21 AND OLDER

POLICY:

Heka Inc. ("Heka") plans to operate co-located medical and adult-use marijuana establishments. As a result, individuals under the age of 21 may have a need to access the facility for dispensing of marijuana and marijuana products for medical use. However, Heka shall implement strict security measures to ensure that all individuals entering the co-located facilities are appropriately identified and that access to the adult-use marijuana dispensing area is limited to individuals age 21 and older.

PROCEDURE:

Upon immediate entry, all individuals are required to present valid proof of identification to security staff. Adult use consumers must be 21 years of age or older to gain access to the separate adult use dispensing area. Registered patients and personal caregivers must present their medical registration card and one additional form of acceptable identification (e.g., driver's license, government issued ID card, military ID card, or passport) to gain access to either the medical or adult use dispensing areas.

If an individual is younger than 21 but 18 years of age or older, he or she shall not be admitted unless they produce an active medical registration card issued and one other acceptable form of identification. If an individual is younger than 18 years old, he or she shall not be admitted unless they are accompanied by a personal caregiver, and both the patient and caregiver produce an active medical registration card and one other acceptable form of identification in accordance with 935 CMR 500.140(3).

Heka shall refuse to dispense/sell marijuana to any patient, caregiver or consumer who is unable to produce valid proof of identification and registration, as applicable.

APPROVED BY:

_____ _____

Mark A. Dupuis. CEO/President Date

HEKA INCORPORATED

POLICY: SAMPLING AND ANALYSIS OF PRODUCTION BATCHES

POLICY

While Heka Inc. ("Heka") has its own internal testing lab, Heka contracts with independent analytical laboratories for testing of all marijuana production batches to ensure that all dispensed marijuana and marijuana products meet applicable quality standards prior to any sales for adult use or dispensing to registered qualifying patients, as required by 935 CMR 500.160 and 935 CMR 501.105(3).

PROCEDURE

I. GENERAL PROCEDURES

1. Heka is responsible for having all marijuana cultivated at its facility tested in accordance with the requirements of 935 CMR 500.160 and 935 CMR 501.105(3)(b).

2. Marijuana shall be tested for the cannabinoid profile and for contaminants as specified by the Commission, including but not limited to mold, mildew, heavy metals, plant-growth regulators, and the presence of non-organic pesticides. Additional testing will be conducted as requested by the Commission. 935 CMR 501.105(3)(b)(1).

3. All marijuana testing must be conducted by an independent laboratory that is:
   a) *Accredited to International Organization for Standardization (ISO) 17025* by a third party accrediting body such as A2LA or ACLASS; or
   b) Certified, registered, or accredited by an organization approved by the Commission. 935 CMR 501.105(3)(b)(4)

4. Heka shall arrange for marijuana testing to be conducted in accordance with the frequency required by the Commission. 935 CMR 501.105(3)(b)(5).

5. Heka maintains all marijuana testing results for a minimum of one (1) year. 935 CMR 501.160(3); 935 CMR 501.105(3)(b)(2).

6. Heka's contract with the laboratory conducting marijuana testing shall stipulate that those individuals responsible for testing at the laboratory shall be registered as a RMD or Marijuana Establishment Agent of Heka pursuant to 935 CMR 501.030 and 935 CMR 500.030, respectively.

7. No member of the Heka Executive Management Team or member of Heka Incorporated may have any financial or other interest in the laboratory providing testing services for Heka. No

individual employee of the laboratory providing testing services for Heka may receive direct financial compensation from Heka. 935 CMR 501.105(b)(8).

8. Transportation of marijuana from the Heka facility to the testing laboratory shall comply with the requirements under 935 CMR 500.105(13) and 935 CMR 501.110(5). Refer to Heka's Transportation of Marijuana and Marijuana-Infused Products Policy.

9. Storage of marijuana at the laboratory providing testing services for Heka shall comply with the requirements of 935 CMR 500.105(11) and 935 CMR 501.105(4).

10. All excess marijuana left over from the testing at the laboratory must be returned to Heka and will be disposed of pursuant to 935 CMR 500.105(12) and 935 CMR 501.105(10).

11. The testing laboratory will generate a laboratory data package regarding each tested sample which will include:
    a) A case narrative describing sample receipt, preparation and analytical issues encountered and analytical methods used, along with a signed statement as to the accuracy and completeness of the results;
    b) Chains-of-custody paperwork; and
    c) Summary of the analytical results.

12. In accordance with the requirements under 935 CMR 500.160 and 935 CMR 501.105(3)(b)(3), when the independent testing laboratory results indicate unacceptable contaminant levels, all marijuana with the same batch number as the contaminated sample will be promptly removed from the applicable cultivation or storage area and transferred to the disposal room. The unacceptable contaminant levels will be noted in the LeafLogix system and inventory records adjusted accordingly. In accordance with 935 CMR 500.160 and 935 CMR 501.105(3)(b), the President/CEO/COO and the Director of Cultivation will review the data package provided by the testing laboratory concerning the marijuana sample, cultivation records for that batch number, including the type of growing media, pesticides used, employees who handled the marijuana, etc., to assess the source of contamination. Video surveillance tapes may also be reviewed as necessary to assist in this process. Identified sources and circumstances of the contamination will be noted in the LeafLogix system and additional employee training will be provided when indicated. Sources of contamination which may also affect other marijuana plants will be eliminated. Heka's Inventory Management Policy, and its quality control procedures contained in this Policy will be made available to adult-use customers, registered qualifying patients, and personal caregivers upon request.

13. Heka shall report unacceptable testing results that cannot be remedied to the Commission and DPH within 72 hours pursuant to 935 CMR 500.160(2) and 935 CMR 501.105(3)(b)(3).

14. Heka processes marijuana in a safe and sanitary manner, using only the leaves and flowers of female marijuana plants, which are: (i) well-cured and free of seeds and stems; (ii) free of dirt,

sand, debris, and other foreign matter; and (iii) free of contamination by mold, rot, other fungus, and bacterial diseases.

15. Marijuana leaves and flowers are prepared and handled on food-grade stainless steel tables and are packaged in a secure area. At no time will a Dispensary Agent's bare hands touch the materials.

16. All Dispensary Agents, whose job includes contact with marijuana or non-edible marijuana products, including cultivation, production, or packaging, are subject to the requirements for food handlers specified in 105 CMR 300.000: *Reportable Diseases, Surveillance, and Isolation and Quarantine Requirements*.

17. All Dispensary Agents working in direct contact with preparation of marijuana or non-edible marijuana products shall conform to sanitary practices while on duty, including maintaining adequate personal cleanliness and washing hands thoroughly in an adequate hand-washing area before starting work, and at any other time when hands may have become soiled or contaminated.

18. Heka hand-washing facilities shall be adequate and convenient and shall be furnished with running water at a suitable temperature. Heka's hand-washing facilities are located in production areas and where good sanitary practices require employees to wash and/or sanitize their hands, and provide effective hand-cleaning and sanitizing preparations and sanitary towel service or suitable drying devices.

19. Heka maintains sufficient space for placement of equipment and storage of materials as is necessary for the maintenance of sanitary operations.

20. Litter and waste are properly removed, disposed of to minimize the development of odor and the potential for the waste attracting and harboring pests. The operating systems for waste disposal shall be maintained in an adequate manner pursuant to 935 CMR 500.105(12) and 935 CMR 501.105(10).

21. Heka's floors, walls, and ceilings are constructed in such a manner that can be adequately kept clean and in good repair. Buildings, fixtures, and other physical facilities shall be maintained in a sanitary condition.

22. All contact surfaces, including utensils and equipment, shall be maintained in a clean and sanitary condition. Such surfaces shall be cleaned and sanitized as frequently as necessary to protect against contamination, using a sanitizing agent registered by the U.S. Environmental Protection Agency (EPA), in accordance with labeled instructions. Equipment and utensils shall be so designed and of such material and workmanship as to be adequately cleanable.

23. All toxic items shall be identified, held, and stored in a manner that protects against contamination of marijuana and marijuana products.

24. Heka's water supply shall be sufficient for necessary operations and any private water source shall be capable of providing a safe, potable, and adequate supply of water to meet Heka's needs.

25. Plumbing shall be of adequate size and design, and adequately installed and maintained to carry sufficient quantities of water to required locations throughout the Heka facility. Plumbing shall properly convey sewage and liquid disposable waste from Heka. There shall be no cross-connections between the potable and waste-water lines.

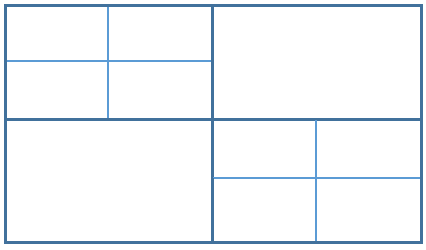
26. Heka shall provide its employees with adequate, readily accessible toilet facilities that are maintained in a sanitary condition and in good repair.

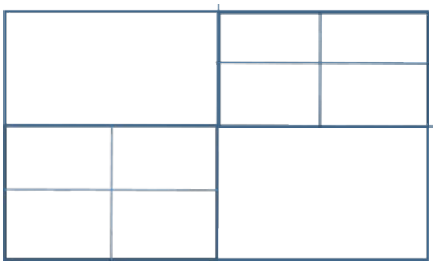
27. Storage and transportation of finished products shall be under conditions that will protect them against physical, chemical, and microbial contamination as well as against deterioration of them or their container.

II. SAMPLING

1. Heka's contracted independent analytical laboratories will sample all products to be certified using Quartering method appropriate for the material sampled. All sampling will be in accordance with Sections 5.0-5.3 in the DPH Protocol for Sampling and Analysis of Finished Marijuana Products. Any product that fails specified requirements may be retested once and upon a second failure, must be destroyed according to the Commission's guidelines. Upon passing the required testing, labels will be produced and the products will be released for sale.

2. If necessary, each flower batch will be broken into TESTING LOTS of up to 2 kg of flower. The testing lot will be separated into equal quadrants. Each quadrant will be quartered. Opposite quadrants will be quartered and random samples from each will be collected to reach the volume necessary for the sample required.





3. Due to the inhomogeneity of raw plant material, multiple 2-gram samples will be collected from each lot, depending on the size of the lot to be tested. For the 2-kg lot size, 5 sub-samples will be collected. For lot sizes smaller than 1 kg, 3 sub-samples will be sufficient.

In each case, the sub-samples will be composited for testing.

4. After sampling, flower will be placed in containers and sealed with security tape and quarantined while awaiting testing results. For chain of custody, total weight and sample weight will be witnessed and recorded. Crop batch data along with batch ID will also be collected.

5. All material will be sent to the lab to be tested for: PESTICIDES, PGR's and HEAVY METALS.

6. Upon passing the testing requirements, the lot will be available for further processing, or for additional testing if flower is intended for direct consumption.

7. All flower material for direct consumption will also be tested for:
BACTERIA, FUNGI, MYCOTOXINS, CANNABINOIDS: THCA, CBDA, CBGA, CBD, D8-THC, D9-THC, CBG, CBC, and CBN.

8. Upon passing the testing requirement, the batch will be certified and released for sale with labeling information. Labels will be designed within the lab to meet requirements. By following this protocol, product dispensed will be able to be sold as TESTED & CERTIFIED and labeled as such.

III. CANNABIS RESINS

1. All sampling will be in accordance with Sections 5.0-5.3 in the DPH Protocol for Sampling and Analysis of Finished Marijuana Products. After samples have been taken the product will be quarantined and placed in a tamper proof location until test results are processed. Upon passing the required testing, labels will be produced and the products will be released for sale.

2. If cannabis resins can be adequately homogenized, then a single 0.5-gram random sample will be collected and sent to the lab for testing of HEAVY METALS. For cannabis resins to be dispensed as resins, an additional 1.5-gram random sample will be collected and sent to the lab for testing for BACTERIA, FUNGI, MYCOTOXINS and CANNABINOIDS. All cannabis resins that are being used to create MIP's will be further tested in the post-MIP production for BACTERIA, FUNGI, MYCOTOXINS and CANNABINOIDS.

IV. CANNABIS CONCENTRATES

1. All sampling will be in accordance with Sections 5.0-5.3 in the DPH Protocol for Sampling and Analysis of Finished Marijuana Products. After samples have been taken the product will be quarantined and placed in a tamper proof location until test results are processed.

2. If concentrate can be adequately homogenized, then a single 0.5-gram random sample will be

collected and sent to the lab for testing of HEAVY METALS and SOLVENTS. For concentrates to be dispensed as concentrates, an additional 1.5 grams random sample will be collected and sent to the lab for testing for BACTERIA, FUNGI, MYCOTOXINS and CANNABINOIDS. All concentrates that are being used to create MIP's will further be tested post-MIP production for BACTERIA, FUNGI, MYCOTOXINS and CANNABINOIDS.

V. MARIJUANA PRODUCTS

1. All sampling will be in accordance with Sections 5.0-5.3 in the DPH Protocol for Sampling and Analysis of Finished Marijuana Products. After samples have been taken the product will be segregated and placed in a tamper proof location until test results are processed. Upon passing the required testing, labels will be produced and the products will be released for sale.

2. Random samples will be collected in individual serving size units and sent to the lab for testing of BACTERIA, FUNGI, MYCOTOXINS and CANNABINOIDS.

VI. Testing Methodologies

1. Analytical procedures for determining cannabinoid profiles will follow the methods described in AHP 2013.

2. Quantification of metals will be performed with a validated method such as provided by the FDA USP, Chapter 233.

3. Pesticides residues and plant growth regulator testing will attempt to analyze as many compounds on the USDA target analyte list as possible, using methods that are consistent with the following sections of the National Organic Program Handbook: Guidance and Instructions for Accredited Certifying Agents and Certified Operations – NOP 2611, NOP 2611-1 and NOP 2613.

4. Methods for identifying microbiological contaminants will be consistent with USP chapters 61, 62 and 561.

5. Methods for determining residual solvent concentrations will be performed in accordance with USP chapter 467.

APPROVED BY:

_____ _____

Mark A. Dupuis, President/CEO/COO Date

HEKA INCORPORATED

POLICY: PERSONNEL POLICIES & PROCEDURES

POLICY

Heka Inc. ("Heka") maintains confidential personnel records in accordance with 935 CMR 500.105(9)(d) and 935 CMR 501.105(9)(d). Access to personnel records is limited to the Heka Executive Management Team and the applicable employee or his/her designated representative(s). Heka personnel policies and procedures are more fully described in the Heka Employee Handbook. Heka will also implement policies and procedures to ensure an alcohol, smoke, and drug-free workplace, to maintain confidential information, and to immediately dismiss any agent involved in diversion, unsafe practices, or distribution of drugs to minors pursuant to 935 CMR 500.105(1).

PROCEDURE

Personnel Records:

1. Heka shall maintain the following personnel records:

    a) Job descriptions for each employee and volunteer position, as well as organizational charts consistent with the job descriptions;

    b) A personnel record for each RMD and Marijuana Establishment Agent. Such records shall be maintained for at least six (6) years after termination of the individual's affiliation with Heka and shall include, at a minimum, the following:
        i) All materials submitted to the Cannabis Control Commission ("the Commission") pursuant to 935 CMR 500.030(2) and 935 CMR 501.030(2);
        ii) Documentation of verification of references;
        iii) The job description or employment contract that includes duties, authority, responsibilities, qualifications, and supervision;
        iv) Documentation of all required training, including training regarding privacy and confidentiality requirements, and the signed statement of the individual indicating the date, time, and place he or she received said training and the topics discussed, including the name and title of presenters;
        v) A copy of the application that Heka submitted to the Commission on behalf of any prospective RMD Agent;
        vi) A notice of completed responsible vendor and related duty training for any Marijuana Establishment Agent;
        vii) Documentation of periodic performance evaluations; and
        viii) A record of any disciplinary action taken.

    c) A staffing plan that will demonstrate accessible business hours and safe cultivation conditions;

d) Personnel policies and procedures, as further described in the Heka Employee Handbook; and

e) CORI reports obtained in accordance with 935 CMR 500.030, 935 CMR 501.030(3), M.G.L. c. 6, § 172, and 803 CMR 2.00.

2. All CORI reports obtained by Heka in accordance with 935 CMR 500.030, 935 CMR 501.030(3), M.G.L. c. 6, § 172, and 803 CMR 2.00 will be kept separate from general personnel records. Copies of any additional, ongoing CORI reports obtained by Heka concerning its Agents after initial hire will be submitted to the Commission.

3. Heka employees may inspect and/or receive copies of the documents in their personnel file upon request. The procedure for receiving such copies is further outlined in the Heka Employee Handbook.

4. Heka personnel records will be made available to the Commission for inspection upon request.

Alcohol, Smoke, and Drug-Free Workplace:

1. Heka Inc. ("Heka") is committed to maintaining an alcohol, smoke and drug-free workplace to provide a clean, healthy, productive and safe environment for all. Use of alcohol, tobacco and/or controlled substances, while on Heka property, on the job, or performing Heka business, is strictly prohibited.

2. Heka maintains an alcohol, smoke and drug-free workplace in accordance with 935 CMR 500.105(1)(j) and 935 CMR 501.105(1)(j).

3. This policy applies to all Heka employees, adult-use consumers, registered qualifying patients, personal caregivers, all visitors, volunteers, contractors, consultants, vendors, and Heka's Board of Directors.

4. Employees who possess, sell, transfer or offer to buy or sell illegal drugs or controlled substances, during working or non-working hours, will be subject to disciplinary action, up to and including termination of employment.

5. Under no circumstances is a Heka employee permitted to report to work or operate a company-owned vehicle/equipment under the influence of alcohol or controlled substances. When there is reasonable suspicion that an employee has violated this Policy, Heka Management reserves the right to require drug and/or alcohol testing and/or impose discipline up to and including termination. Refusal to submit to a drug and/or alcohol test will subject the employee to discipline, up to and including termination.

6. Smoking and tobacco use of any kind, including vaping, will be prohibited at all Heka owned and/or leased locations/premises; including all internal and external areas, parking

lots, and walkways; entrances and exits; and all company owned and/or leased vehicles.

7. Employees violating this Policy will be subject to disciplinary action, up to and including termination, as determined by Heka in its sole discretion. Visitors who do not comply with this Policy will be asked to leave should they continue to disregard the Policy.

8. This Policy is not intended to interfere with the regular business operations of Heka and the dispensing of adult-use and medical marijuana to the extent permitted by local and Massachusetts regulation and law.

9. Heka employees are not permitted to purchase any adult- or medical-use substances from Heka on any day that the employee is scheduled to work at Heka, regardless of whether the employee holds a valid registration card from the Department of Health or the Cannabis Control Commission and who is eligible to purchase marijuana and marijuana products from a Massachusetts registered marijuana dispensary.

10. Copies of this Policy shall be distributed to all current and future employees and vendors, posted on the premises, and available for inspection upon request.

Confidentiality:

1. Heka Inc. ("Heka") protects the security, privacy and confidentiality of information regarding Registered Qualifying Patients, Personal Caregivers and Dispensary Agents that it generates, receives and/or maintains in the course of doing business in accordance with the requirements under 935 CMR 500.105(1) and 935 CMR 501.200.

2. All Heka personnel are responsible for protecting the privacy and security of Confidential Information, including oral, written and electronically-stored Confidential Information.

3. Heka utilizes appropriate administrative, physical and technical safeguards to protect Confidential Information from inappropriate or unauthorized access, use and/or disclosure.

4. Access to Confidential Information is provided only to authorized Heka personnel who have a need to access such information to accomplish a legitimate work task.

5. Access to electronic systems containing Confidential Information, including the Metrc and LeafLogix software systems, will be governed by strict security measures, including user authentication, password, and other means as needed.

6. Electronic systems containing Confidential Information are encrypted and electronic records are stored and backed up on a secure cloud computing server that is HIPAA compliant.

7. Confidential Information related to a Registered Qualifying Patient's or Personal Caregiver's clinical conditions or treatment, payment plan, and other personal affairs is

strictly confidential and shall be discussed only during the authorized, professional conduct of Heka's business and in accordance with applicable state and federal laws and regulations, including, but not limited to, the Health Insurance Portability and Accountability Act (HIPAA) and M.G.L. Ch. 93H.

8. Except as otherwise permitted by law, Heka shall not disclose Confidential Information without the written consent of the individual to whom the Confidential Information applies.

9. Any Heka personnel who become aware of a possible breach of the security or confidentiality of Confidential Information shall immediately notify his/her supervisor. Heka personnel shall cooperate with management and external regulatory agencies as applicable during any subsequent breach investigation. External reporting of any breach of the security or confidentiality of Confidential Information will be in accordance with applicable law. Any breach of confidentiality is only to be discussed with Heka supervisors or executive management.

10. Any third-party business associate of Heka, who receives or requires access to the Confidential Information of Heka, will be required to execute a written agreement in which such third party and its agents agree to maintain the privacy and security of the Confidential Information.

11. Unauthorized access, use or disclosure of Confidential Information in violation of this Policy is strictly prohibited.

12. Failure to adhere to the conduct and standards described in this Policy may result in disciplinary action, up to and including termination, and may also lead to civil and criminal liability.

13. Notwithstanding the obligations of privacy and confidentiality contained in this Policy, Heka shall make Confidential Information available to the Cannabis Control Commission ("the Commission") as authorized by law for the Commission to carry out its official duties.

<u>Immediate Dismissal</u>:

1. In accordance with the requirements under 935 CMR 500.105(1)(l) and 935 CMR 501.105(1)(o), Heka, Inc. ("Heka") shall immediately dismiss any RMD or Marijuana Establishment Agent who has diverted marijuana, engaged in unsafe practices with regard to Heka's operations, or been convicted or found guilty of a felony drug offense involving distribution to a minor. Additional grounds for disciplinary action are further described in the Heka Employee Handbook.

2. Any instance of marijuana diversion by a RMD or Marijuana Establishment Agent will be immediately reported to the President/CEO/COO and/or Executive Management, including

the name of the Agent and the type and quantity of marijuana involved in the diversion incident.

3. The Agent who diverted marijuana shall be immediately dismissed from Heka and escorted off the premises, and his/her ID badge will be promptly deactivated.

4. The President/CEO/COO and/or Executive Management will report the diversion to law enforcement officials and to the Cannabis Control Commission ("the Commission") within the time period and in the manner required by law. Refer to Heka's Incident Reporting Policy.

5. Any instance where an Agent has engaged in unsafe practices with regard to Heka's operations (e.g., violations of applicable laws or regulations or Heka policies and procedures) shall be immediately reported to the President/CEO/COO and/or Executive Management, including the name of the Agent involved and a description of the unsafe practices.

6. The President/CEO/COO and/or Executive Management will report the unsafe practices incident to the Commission within the time period and in the manner required by law. Refer to Heka's Incident Reporting Policy.

APPROVED BY:

_____ _____

Mark A. Dupuis, President/CEO/COO Date

HEKA INCORPORATED

POLICY: SEPARATING RECREATIONAL FROM MEDICAL OPERATIONS

POLICY

Heka Incorporated ("Heka") will operate a co-located medical- and adult-use cultivation, product manufacturing, and retail operation at its facility located in Westfield, MA, and co-located retail operations at its other facilities, and ensure the physical separation of medical- and adult-use operations as required by 935 CMR 500.140(7).

PROCEDURE

1. Heka dispensing areas for medical- and adult-use marijuana will be physically separated by a semi-permanent glass and/or rope barrier and accessible following initial check in with security staff to confirm valid proof of identification in accordance with 935 CMR 500.140.

2. Medical-use patients and caregivers with a Department of Health or Cannabis Control Commission ("the Commission") -issued registration card will be permitted to access any dispensing line and will not be limited to the medical-use program dispensing line. *See* 935 CMR 500.140.

3. Heka will also maintain its consultation area away from the dispensing/sales area to allow Heka staff and medical and adult consumers to speak privately.

4. Using its inventory software tracking and point of sales systems, Metrc and LeafLogix, Heka will record each dispensing/sales transaction and the separation of the adult-use and medical marijuana inventory at the point of sale. Applicable excise, sales, and local taxes will be applied at the point of sale.

5. Heka will provide accurate sales data to the Commission on a biannual basis for the preceding six months in accordance with 935 CMR 500.140(10) and 935 CMR 500.140(6)(h). This is to ensure there is an adequate supply of marijuana and marijuana products.

6. As a colocated RMD and adult-use Marijuana Establishment, Heka will ensure access to a sufficient quantity and variety of marijuana and marijuana products for patients registered under 935 CMR 501.000, which will be based on 35% of Heka's inventory upon commencing operations as an adult-use Marijuana Establishment in accordance with 935 CMR 500.140(10).

7. After six months of dispensing marijuana and marijuana products, Heka will ensure the quantity and variety of marijuana for patients meets the demand indicated by sales data from the preceding six months in accordance with 935 CMR 500.140(6). *See* 935 CMR 500.140(10).

8. The products specifically set aside for patient supply will reflect the types and strains available in the preceding six months, unless unreasonably impracticable. If a substitution is necessary, it will closely reflect the product no longer available. *See* 935 CMR 500.140(10).

9. Heka will perform weekly audits of the available patient supply. These records shall be retained for a minimum period of six months.

10. Heka will submit an inventory plan demonstrating the quantity and variety of marijuana reserved for patients to the Commission each quarter.

11. If the patient supply is exhausted and there is no reasonable substitution, Heka shall provide a report to the Commission.

12. Heka may transfer unused marijuana products previously reserved for medical use to its adult-use operations in accordance with 935 CMR 502.140(9)(f), so long as it is transferred within a reasonable time prior to expiration and does not pose a risk to health and safety. *See* 935 CMR 500.140(10).

13. All marijuana and marijuana products sold will be labeled and packaged according to the respective requirements of the medical- and adult-use program regulations.

APPROVED BY:

_____ _____

Mark A. Dupuis, President/CEO/COO Date

Heka Incorporated

Diversity Policy & Plan

Heka, Inc. ("Heka") is an equal opportunity employer and does not discriminate against applicants for employment based on race, age, color, religion, gender or gender identity, sexual orientation, pregnancy, marital status, veteran status, national origin, physical and mental disability, or any other protected status recognized under applicable federal and state law. Heka believes its success is dependent on a qualified and diverse workforce. Heka's compliance team and human resources department will be responsible for implementing the activities identified in this plan on an ongoing basis.

Goal #1

- To seek out and hire individuals with diverse backgrounds from demographics designated by the Cannabis Control Commission ("the Commission").

Programs

- Heka will work with local newspapers, including the *Berkshire Eagle* and *The Republican,* to identify candidates for employment from diverse backgrounds. In its first full year of operation, Heka will set a goal to recruit 25% of all potential candidates from the following Commission- designated demographics: minorities; women; veterans; people with disabilities; and LGBTQ+. Specifically, Heka will set a goal to hire 50% of all potential candidates commission-designated demographic groups responding to the above-mentioned employment advertisements.
- In its first full year of operation, Heka will participate in at least two (2) job fairs with the aim of hiring individuals from diverse backgrounds.

Measurement

- In its first full year of operation, Heka will set a goal of posting at least half of its employment advertisements in *The Berkshire Eagle* and *The Republican.* Heka will track the number of advertisements posted, the number of applications received as a result of such advertisements, and the number of respondent applicants successfully hired. Heka will use this tracking system to measure whether it has met its goal of recruiting 25% of all potential candidates from demographics designated by the Commission.
- Heka will participate in at least two (2) job fairs. Heka will track and record contacts made at the job fairs and follow-up within one month of the job fair.

Goal #2

- To provide educational opportunities to all employees.

Programs

- Heka will seek out, identify and implement a reputable training program to educate all employees on diversity in the workplace. The course will be required of all newly hired employees, and will be offered at least once every three (3) months to ensure timely compliance.
- Beyond weekly staff update/informational meetings, Heka will offer educational sessions in order to afford opportunities to all employees to grow and advance their knowledge of the cannabis industry and the company. These opportunities will assist employees in gaining the knowledge

and skills to advance within the company's employment divisions. In order to provide mentorship and opportunities to grow, Heka will ensure that at least one manager from each employment division (retail, cultivation, product manufacturing) are available to provide guidance in conjunction with the educational sessions. The informational sessions will be held at least once every three (3) months. Heka will provide two (2) weeks' notice to all employees regarding educational sessions, including date, time, and topic to be covered. Heka will ensure participation rates do not conflict with staffing and daily operations by limiting participation to 25% of staff. Notices and sign-up sheets will be posted on the employee information board, as well as in all breakrooms. Managers will also make announcements at employee staff meetings.

Measurement

- Heka will hold diversity training for new employees at least once every three (3) months to ensure timely compliance. Heka will track participation in accordance with its personnel and employee training policies.
- Heka will offer educational sessions at least once every three (3) months and will maintain records of all meetings and educational sessions, including sign-in attendance sheets and participant surveys. In addition, Heka will ensure that there will be a manager from the corresponding employment division available at each quarterly educational session according to the subject matter of each session (i.e. a quarterly session on cultivation and innovation will include a cultivation manager prepared to mentor interested employees). In addition to assigned quarterly training, Heka will set a goal of having each division manager devote a total of one (1) hour per month to mentoring interested employees. Heka will track all logged hours in each division manager's personnel record to ensure compliance.

Annual Assessment and Acknowledgments

- Heka will conduct a review of this policy annually and will report on its efforts and the identified metrics and corresponding goals above to the Commission in accordance with its annual marijuana establishment licensure renewal in accordance with 935 CMR 500.l03(4)(a). Following such review, Heka will identify strategic objectives related to promotion of equity and diversity at Heka, including possible changes in policies and procedures, staff training, targeted recruitment efforts, and/or sponsored equity and diversity awareness events for employees and the local community.
- Heka further acknowledges the following regarding the implementation of this Diversity Plan:
    - All specifically named organizations in this plan have agreed to partner with Heka to implement the identified goals and programs stated herein, as applicable.
    - In carrying out this plan, Heka will adhere to the requirements concerning prohibited advertising, branding, marketing, and sponsorship practices of every marijuana establishment in accordance with 935 CMR 500.105(4).
    - Any actions taken, or programs instituted by Heka in connection with this plan will not violate the Commission's regulations with respect to limitation on ownership or control or other applicable state laws.

APPROVED BY:

_____ _____

Mark A. Dupuis. President/CEO/COO Date

HEKA INCORPORATED

POLICY: EMPLOYEE TRAINING

POLICY

Heka, Inc. ("Heka") ensures that all RMD and Marijuana Establishment Agents complete a comprehensive training and orientation program prior to performing any related job functions in accordance with 935 CMR 500.105(2) and 935 CMR 501.105(8). Training will be tailored to the roles and responsibilities of the job function of each Agent. In addition to initial new employee orientation, staff shall receive at least eight (8) hours of on-going training annually with many of the materials from the new employee orientation being updated with additional training throughout the year.

All training sessions shall be conducted in a live format with active learning techniques used to verify that attendees have obtained adequate knowledge of the topic including a post-test for each session. In addition, a written list of attendees of each session shall be recorded, dated, signed by the instructor and kept in a readily retrievable file.

Staff training will be focused on the following areas:

- ✓ Regulatory Compliance
- ✓ Patient/Caregiver Registration and Confidentiality
- ✓ Adult Retail Identification
- ✓ Safe Handling Practices
- ✓ Security and Diversion
- ✓ Inventory and Seed-to-sale SOR
- ✓ Responsible Vendor Program

PROCEDURE

1. New employees shall attend a mandatory orientation session conducted by the Executive Management Team (or designee) prior to commencing any job activities in the Heka facility. The orientation shall include an overview of all aspects of the Heka facility regardless of the staff member's specific job responsibilities.

2. During orientation, new employees will attend a session regarding the Cannabis Control Commission ("the Commission") regulations (935 CMR 500.000, 935 CMR 501.000, and 935 CMR 502.000) and shall be given sufficient background on the purpose and scope of these regulations. This segment of the orientation shall be conducted by the Heka Vice President of Compliance. Additional sessions will be provided at least quarterly or more frequently, as necessary, depending on whether there are any recent updates to the Commission's Marijuana Establishment, RMD, or Colocated Marijuana Operation regulations or any other relevant regulations.

3. At staff orientation, there will be a session regarding the proper method for verifying a Registered Qualifying Patient's or Personal Caregiver's Commission-issued Registration Card and additional identification documents required for medical- and adult-use transactions. Information provided shall focus on the type of identification documents required by the Commission's regulations and related policies for verifying this information for both on-site dispensing, retail, and deliveries to the patient's home.

4. All new employees within each of the dispensary divisions (cultivation, processing and dispensing) will receive orientation and quarterly training around the safe handling of marijuana. This lecture series will ensure the safety and security of all staff and Heka Adult Consumers Patients. These sessions shall be conducted by the specific Heka management personnel responsible for the particular area of focus.

5. The Heka's Continuing Education Staff shall conduct a comprehensive training and orientation session for all new employees to discuss the responsible use of marijuana and marijuana products. Such training shall include the safe use of the products, interactions with other medications, methods of taking marijuana and marijuana products, testing procedures, types and strains and effectiveness, as well as general requirements for the use of marijuana.

6. Prior to work commencement relative to Heka's RMD operations, new employees will be instructed on all aspects of patient case management and related policies and procedures. The training will be conducted by the Case Management Staff and include an overview of the initial intake process including forms and patient communications, an evaluation of patient needs, and patient follow up. This session shall also focus on the Commission's requirement for training on patient confidentiality including HIPAA compliance. Employees will be trained to achieve Heka's goal to improve patient outcomes, quality, and goals of life. This training will be conducted on an ongoing basis with regular sessions throughout the course of the year.

7. The new employee orientation and ongoing training sessions shall include a section on security and diversion. The training will be conducted by the Heka Vice President of Security Services and other trained security staff members and shall include physical plant security, delivery security, Adult Consumer, Patient, Caregiver and visitor security measures, incident (robbery) protocols and prevention, and reporting of diversion.

8. The Heka Director of Cultivation shall provide a comprehensive overview of the growing, cultivation, and processing of marijuana plants. This section shall include a detailed description of the growing process from seed/clone to finished product, processing of marijuana products, and laboratory testing.

9. All existing and new Heka staff will be cross-trained on how to perform their respective job duties and responsibilities in compliance with both the medical and adult-use marijuana regulations. Such cross-training will include, but not be limited to, training dispensing staff on differences in point-of-sale transactions for medical patients and caregivers and adult-use retail sales, training packaging staff on the different labeling requirements for marijuana and marijuana products that will be dispensed in the medical and adult-use programs, and training all applicable staff on appropriate inventory and recordkeeping requirements for medical and adult-use program requirements.

10. All existing and new Heka staff will seek dual registration status as an RMD Agent and Marijuana Establishment Agent with the Commission.

11. All employees shall obtain training on the use of the Heka computer systems with regard to their specific job descriptions. Retail Agents shall be trained in the point-of-sale system; security staff shall learn the security systems; and cultivation staff shall learn the seed-to-sale component. Sessions will be conducted by the Director of Technology or a member of the Heka Management Team and repeated as needed or as system updates occur.

12. Senior Management and/or other Management shall participate in the orientation sessions as needed and will ensure that the sessions are adequate for the successful initial training of new employees and for the ongoing education of all Heka staff.

APPROVED BY:

Mark A. Dupuis, President/CEO/COO

10-13-20
Date

HEKA INCORPORATED

POLICY: MAINTAINING FINANCIAL RECORDS

POLICY

Heka will operate a co-located medical and adult use marijuana establishment in accordance with applicable law and regulation and shall maintain general business and financial records in accordance with generally accepted accounting principles and 935 CMR 500.105(9)(e).

PROCEDURE

1. Business and financial records maintained by Heka include manual or computerized records of: assets and liabilities; monetary transactions; books of accounts, including journals, ledgers, and supporting documents, agreements, checks, invoices, and vouchers; sales records including the quantity, form, and cost of marijuana products; and salary and wages paid to each employee, and any executive compensation, bonus, benefit, or item of value paid to any individual affiliated with Heka in accordance with 935 CMR 500.105(9)(e).

2. Heka will use a point of sale system which has a sales recording module that is approved by the Massachusetts Department of Revenue (DOR).

3. Heka will conduct a monthly analysis of its equipment and sales data to ensure no software has been installed which could manipulate or alter sales data, and this analysis and related records will be made available to the Commission upon request.

4. All Heka marijuana sales records will be kept in compliance with DOR record retention requirements set forth in 830 CMR 62C.25.1 and Directive 16-1.

5. Heka's point of sale system will be able to differentiate between dispensing sales to medical- and adult-use consumers.

APPROVED BY:

Mark A. Dupuis. President/CEO/COO

10-13-20
Date

HEKA INCORPORATED

POLICY: PERSONNEL POLICIES & PROCEDURES

POLICY

Heka Inc. ("Heka") maintains confidential personnel records in accordance with 935 CMR 500.105(9)(d) and 935 CMR 501.105(9)(d). Access to personnel records is limited to the Heka Executive Management Team and the applicable employee or his/her designated representative(s). Heka personnel policies and procedures are more fully described in the Heka Employee Handbook. Heka will also implement policies and procedures to ensure an alcohol, smoke, and drug-free workplace, to maintain confidential information, and to immediately dismiss any agent involved in diversion, unsafe practices, or distribution of drugs to minors pursuant to 935 CMR 500.105(1).

PROCEDURE

Personnel Records:

1. Heka shall maintain the following personnel records:

   a) Job descriptions for each employee and volunteer position, as well as organizational charts consistent with the job descriptions;

   b) A personnel record for each RMD and Marijuana Establishment Agent. Such records shall be maintained for at least six (6) years after termination of the individual's affiliation with Heka and shall include, at a minimum, the following:
      i) All materials submitted to the Cannabis Control Commission ("the Commission") pursuant to 935 CMR 500.030(2) and 935 CMR 501.030(2);
      ii) Documentation of verification of references;
      iii) The job description or employment contract that includes duties, authority, responsibilities, qualifications, and supervision;
      iv) Documentation of all required training, including training regarding privacy and confidentiality requirements, and the signed statement of the individual indicating the date, time, and place he or she received said training and the topics discussed, including the name and title of presenters;
      v) A copy of the application that Heka submitted to the Commission on behalf of any prospective RMD Agent;
      vi) A notice of completed responsible vendor and related duty training for any Marijuana Establishment Agent;
      vii) Documentation of periodic performance evaluations; and
      viii) A record of any disciplinary action taken.

   c) A staffing plan that will demonstrate accessible business hours and safe cultivation conditions;

d) Personnel policies and procedures, as further described in the Heka Employee Handbook; and

e) CORI reports obtained in accordance with 935 CMR 500.030, 935 CMR 501.030(3), M.G.L. c. 6, § 172, and 803 CMR 2.00.

2. All CORI reports obtained by Heka in accordance with 935 CMR 500.030, 935 CMR 501.030(3), M.G.L. c. 6, § 172, and 803 CMR 2.00 will be kept separate from general personnel records. Copies of any additional, ongoing CORI reports obtained by Heka concerning its Agents after initial hire will be submitted to the Commission.

3. Heka employees may inspect and/or receive copies of the documents in their personnel file upon request. The procedure for receiving such copies is further outlined in the Heka Employee Handbook.

4. Heka personnel records will be made available to the Commission for inspection upon request.

Alcohol, Smoke, and Drug-Free Workplace:

1. Heka Inc. ("Heka") is committed to maintaining an alcohol, smoke and drug-free workplace to provide a clean, healthy, productive and safe environment for all. Use of alcohol, tobacco and/or controlled substances, while on Heka property, on the job, or performing Heka business, is strictly prohibited.

2. Heka maintains an alcohol, smoke and drug-free workplace in accordance with 935 CMR 500.105(1)(j) and 935 CMR 501.105(1)(j).

3. This policy applies to all Heka employees, adult-use consumers, registered qualifying patients, personal caregivers, all visitors, volunteers, contractors, consultants, vendors, and Heka's Board of Directors.

4. Employees who possess, sell, transfer or offer to buy or sell illegal drugs or controlled substances, during working or non-working hours, will be subject to disciplinary action, up to and including termination of employment.

5. Under no circumstances is a Heka employee permitted to report to work or operate a company-owned vehicle/equipment under the influence of alcohol or controlled substances. When there is reasonable suspicion that an employee has violated this Policy, Heka Management reserves the right to require drug and/or alcohol testing and/or impose discipline up to and including termination. Refusal to submit to a drug and/or alcohol test will subject the employee to discipline, up to and including termination.

6. Smoking and tobacco use of any kind, including vaping, will be prohibited at all Heka owned and/or leased locations/premises; including all internal and external areas, parking

lots, and walkways; entrances and exits; and all company owned and/or leased vehicles.

7. Employees violating this Policy will be subject to disciplinary action, up to and including termination, as determined by Heka in its sole discretion. Visitors who do not comply with this Policy will be asked to leave should they continue to disregard the Policy.

8. This Policy is not intended to interfere with the regular business operations of Heka and the dispensing of adult-use and medical marijuana to the extent permitted by local and Massachusetts regulation and law.

9. Heka employees are not permitted to purchase any adult- or medical-use substances from Heka on any day that the employee is scheduled to work at Heka, regardless of whether the employee holds a valid registration card from the Department of Health or the Cannabis Control Commission and who is eligible to purchase marijuana and marijuana products from a Massachusetts registered marijuana dispensary.

10. Copies of this Policy shall be distributed to all current and future employees and vendors, posted on the premises, and available for inspection upon request.

Confidentiality:

1. Heka Inc. ("Heka") protects the security, privacy and confidentiality of information regarding Registered Qualifying Patients, Personal Caregivers and Dispensary Agents that it generates, receives and/or maintains in the course of doing business in accordance with the requirements under 935 CMR 500.105(1) and 935 CMR 501.200.

2. All Heka personnel are responsible for protecting the privacy and security of Confidential Information, including oral, written and electronically-stored Confidential Information.

3. Heka utilizes appropriate administrative, physical and technical safeguards to protect Confidential Information from inappropriate or unauthorized access, use and/or disclosure.

4. Access to Confidential Information is provided only to authorized Heka personnel who have a need to access such information to accomplish a legitimate work task.

5. Access to electronic systems containing Confidential Information, including the Metrc and LeafLogix software systems, will be governed by strict security measures, including user authentication, password, and other means as needed.

6. Electronic systems containing Confidential Information are encrypted and electronic records are stored and backed up on a secure cloud computing server that is HIPAA compliant.

7. Confidential Information related to a Registered Qualifying Patient's or Personal Caregiver's clinical conditions or treatment, payment plan, and other personal affairs is

strictly confidential and shall be discussed only during the authorized, professional conduct of Heka's business and in accordance with applicable state and federal laws and regulations, including, but not limited to, the Health Insurance Portability and Accountability Act (HIPAA) and M.G.L. Ch. 93H.

8. Except as otherwise permitted by law, Heka shall not disclose Confidential Information without the written consent of the individual to whom the Confidential Information applies.

9. Any Heka personnel who become aware of a possible breach of the security or confidentiality of Confidential Information shall immediately notify his/her supervisor. Heka personnel shall cooperate with management and external regulatory agencies as applicable during any subsequent breach investigation. External reporting of any breach of the security or confidentiality of Confidential Information will be in accordance with applicable law. Any breach of confidentiality is only to be discussed with Heka supervisors or executive management.

10. Any third-party business associate of Heka, who receives or requires access to the Confidential Information of Heka, will be required to execute a written agreement in which such third party and its agents agree to maintain the privacy and security of the Confidential Information.

11. Unauthorized access, use or disclosure of Confidential Information in violation of this Policy is strictly prohibited.

12. Failure to adhere to the conduct and standards described in this Policy may result in disciplinary action, up to and including termination, and may also lead to civil and criminal liability.

13. Notwithstanding the obligations of privacy and confidentiality contained in this Policy, Heka shall make Confidential Information available to the Cannabis Control Commission ("the Commission") as authorized by law for the Commission to carry out its official duties.

Immediate Dismissal:

1. In accordance with the requirements under 935 CMR 500.105(1)(l) and 935 CMR 501.105(1)(o), Heka, Inc. ("Heka") shall immediately dismiss any RMD or Marijuana Establishment Agent who has diverted marijuana, engaged in unsafe practices with regard to Heka's operations, or been convicted or found guilty of a felony drug offense involving distribution to a minor. Additional grounds for disciplinary action are further described in the Heka Employee Handbook.

2. Any instance of marijuana diversion by a RMD or Marijuana Establishment Agent will be immediately reported to the President/CEO/COO and/or Executive Management, including

the name of the Agent and the type and quantity of marijuana involved in the diversion incident.

3. The Agent who diverted marijuana shall be immediately dismissed from Heka and escorted off the premises, and his/her ID badge will be promptly deactivated.

4. The President/CEO/COO and/or Executive Management will report the diversion to law enforcement officials and to the Cannabis Control Commission ("the Commission") within the time period and in the manner required by law. Refer to Heka's Incident Reporting Policy.

5. Any instance where an Agent has engaged in unsafe practices with regard to Heka's operations (e.g., violations of applicable laws or regulations or Heka policies and procedures) shall be immediately reported to the President/CEO/COO and/or Executive Management, including the name of the Agent involved and a description of the unsafe practices.

6. The President/CEO/COO and/or Executive Management will report the unsafe practices incident to the Commission within the time period and in the manner required by law. Refer to Heka's Incident Reporting Policy.

APPROVED BY:

Mark A. Dupuis, President/CEO/COO

10-13-20
Date

HEKA INCORPORATED

POLICY: RECORD RETENTION

POLICY

Heka Inc. ("Heka") retains business and clinical records for a period no less than required by law and in accordance with 935 CMR 500.105(9) and 935 CMR 501.105(9). The Heka Executive Management team is responsible for the proper retention, storage, and disposal of records that Heka generates, maintains and/or receives in the course of doing business. Such records include but are not limited to written operating procedures and inventory and seed-to-sale tracking, personnel, general business and financial, sales and dispensing, and waste disposal records. Heka's management team is responsible for the proper retention, storage and disposal of records that Heka generates, maintains and/or receives in the course of doing business.

PROCEDURE

1. Heka protects the security, privacy, and confidentiality of records as required by law, contract, or regulatory body, including those records containing confidential information. This includes Adult Consumer, Registered Qualifying Patient, Personal Caregiver, and employee records containing such information.

2. All records subject to confidentiality restrictions are stored securely, whether electronically or in hard copy.

3. Heka conducts an annual review of the records it maintains to determine whether they have reached their disposal date.

4. All records that may substantially affect the rights and obligations of Heka are retained for a period of time and in a manner, that will allow for the availability of those records when needed.

5. Heka records shall be made available for inspection by the Cannabis Control Commission ("the Commission") upon request in accordance with 935 CMR 500.105(9) and 935 CMR 501.105(9).

6. Heka shall maintain all records that are required by any section of 935 CMR 500.000, 935 CMR 501.000, and 935 CMR 502.000, in addition to the specific records described in the Record Retention Schedule attached hereto as Appendix A. See also 935 CMR 500.105(9)(a)-(f) and 935 CMR 501.105(9)(a)-(f). The Record Retention Schedule also sets forth required retention periods for specific types of records, and is used to determine the appropriate retention period for certain Heka records.

7. Following any closure of Heka, all records will be securely maintained for at least two (2) years at the expense of Heka and in a form and location acceptable to the Commission in accordance with 935 CMR 500.105(9)(g) and 935 CMR 501.105(9)(g).

APPROVED BY:

Mark A. Dupuis, President/CEO/COO

10-13-20
Date

APPENDIX A

RECORD RETENTION SCHEDULE

General Records

Record Type	Heka Retention Period
Operating procedures required by 935 CMR 500.105(1) and 935 CMR 501.105(1)	Indefinitely
Inventory records required by 935 CMR 500.105(8) and 935 CMR 501.105(7)	Indefinitely
Seed-to-sale tracking records for marijuana and marijuana products required by 935 CMR 500.105(8)(e) and 935 CMR 501.105(7)(e)	Indefinitely
Video recordings from Heka security system, as required by 935 CMR 500.110(5)(a)(5) and 935 CMR 501.110(4)(a)(5)	90 calendar days, unless Heka is aware of a pending criminal, civil or administrative investigation, or legal proceeding for which the recording may contain relevant information
Incident reports submitted to the Commission and local law enforcement, as required by 935 CMR 500.110(7) and 935 CMR 501.110(6)	1 year
Waste disposal records required under 935 CMR 500.105(12) and 935 CMR 501.105(10)(b)	3 years, unless an extension is ordered by the Commission or for the duration of an enforcement action
Shipping manifests and transportation logs required under 935 CMR 500.105(13)(f)(5) and 935 CMR 501.110(5)(c)	1 year
Marijuana and marijuana product testing results required under 935 CMR 500.160(3) and 935 CMR 501.105(3)(b)(2)	1 year
Records pertaining to Registered Qualifying Patients and Personal Caregivers	Indefinitely

Business Records

Record Type	Heka Retention Period
Assets and liabilities, as required by 935 CMR 500.105(9)(e)(1) and 935 CMR 501.105(9)(e)(1)	10 years
Monetary transactions, as required by 935 CMR 500.105(9)(e)(2) and 935 CMR 501.105(9)(e)(2)	10 years
Books of accounts, including journals, ledgers, and supporting documents, agreements, checks, invoices and vouchers, as required by 935 CMR 500.105(9)(e)(3) and 935 CMR 501.105(9)(e)(3)	10 years

Sales records indicating the quantity of marijuana dispensed, its form, cost and, in the case of a medical-use sale, the Registered Qualifying Patient or Personal Caregiver name, as required by 935 CMR 500.105(9)(e)(4) and 935 CMR 501.105(9)(e)(4)	10 years
Salary and wages paid to each employee, stipend paid to each board member, and any executive compensation, bonus, benefit, or item of value paid to any individual affiliated with Heka, including members of the Heka corporation, if any, as required by 935 CMR 500.105(9)(e)(5) and 935 CMR 501.105(9)(e)(5)	10 years

Personnel Records

Record Type	**Heka Retention Period**
Job descriptions for all employees and volunteers, as required by 935 CMR 500.105(9)(d)(1) and 935 CMR 501.105(9)(d)(1)	Indefinitely
Organizational charts consistent with job descriptions, as required by 935 CMR 500.105(9)(d)(1) and 935 CMR 501.105(9)(d)(1)	Indefinitely
Staffing plan(s) demonstrating accessible business hours and safe cultivation conditions, as required by 935 CMR 500.105(9)(d)(3) and 935 CMR 501.105(9)(d)(3)	Indefinitely
Personnel policies and procedures, as required by 935 CMR 500.105(9)(d)(4) and 935 CMR 501.105(9)(d)(4)	Indefinitely
CORI reports obtained in accordance with 935 CMR 500.030, 935 CMR 501.030(3), MGL c. 6, § 172 and 803 CMR 2.00	Duration of employment plus 6 years
Individual personnel file for each Agent, as required by935 CMR 500.105(9)(d)(2) and 935 CMR 501.105(9)(d)(2), including: 1) All materials submitted to the Commission pursuant to935 CMR 500.030(2) and 935 CMR 501.030(2); 2) Documentation of verification of references; 3) Job description or employee contract that includes duties, authority, responsibilities, qualifications, and supervision; 4) Documentation of required employee	Duration of employment plus 6 years

trainings; 5) A copy of the application Heka submitted to the Commission on behalf of any prospective RMD Agent; 6) A notice of completed responsible vendor and related duty training for any Marijuana Establishment agent; 7) Periodic performance evaluations; and 8) Disciplinary actions taken.	

HEKA INCORPORATED

POLICY: RESTRICTING ACCESS TO AGE 21 AND OLDER

POLICY:

Heka Inc. ("Heka") plans to operate co-located medical and adult-use marijuana establishments. As a result, individuals under the age of 21 may have a need to access the facility for dispensing of marijuana and marijuana products for medical use. However, Heka shall implement strict security measures to ensure that all individuals entering the co-located facilities are appropriately identified and that access to the adult-use marijuana dispensing area is limited to individuals age 21 and older.

PROCEDURE:

Upon immediate entry, all individuals are required to present valid proof of identification to security staff. Adult use consumers must be 21 years of age or older to gain access to the separate adult use dispensing area. Registered patients and personal caregivers must present their medical registration card and one additional form of acceptable identification (e.g., driver's license, government issued ID card, military ID card, or passport) to gain access to either the medical or adult use dispensing areas.

If an individual is younger than 21 but 18 years of age or older, he or she shall not be admitted unless they produce an active medical registration card issued and one other acceptable form of identification. If an individual is younger than 18 years old, he or she shall not be admitted unless they are accompanied by a personal caregiver, and both the patient and caregiver produce an active medical registration card and one other acceptable form of identification in accordance with 935 CMR 500.140(3).

Heka shall refuse to dispense/sell marijuana to any patient, caregiver or consumer who is unable to produce valid proof of identification and registration, as applicable.

APPROVED BY:

Mark A. Dupuis, CEO/President

10-13-20
Date

650865.1

HEKA INCORPORATED

POLICY: SAMPLING AND ANALYSIS OF PRODUCTION BATCHES

POLICY

While Heka Inc. ("Heka") has its own internal testing lab, Heka contracts with independent analytical laboratories for testing of all marijuana production batches to ensure that all dispensed marijuana and marijuana products meet applicable quality standards prior to any sales for adult use or dispensing to registered qualifying patients, as required by 935 CMR 500.160 and 935 CMR 501.105(3).

PROCEDURE

I. GENERAL PROCEDURES

1. Heka is responsible for having all marijuana cultivated at its facility tested in accordance with the requirements of 935 CMR 500.160 and 935 CMR 501.105(3)(b).

2. Marijuana shall be tested for the cannabinoid profile and for contaminants as specified by the Commission, including but not limited to mold, mildew, heavy metals, plant-growth regulators, and the presence of non-organic pesticides. Additional testing will be conducted as requested by the Commission. 935 CMR 501.105(3)(b)(1).

3. All marijuana testing must be conducted by an independent laboratory that is:
   a) *Accredited to International Organization for Standardization (ISO) 17025* by a third party accrediting body such as A2LA or ACLASS; or
   b) Certified, registered, or accredited by an organization approved by the Commission. 935 CMR 501.105(3)(b)(4)

4. Heka shall arrange for marijuana testing to be conducted in accordance with the frequency required by the Commission. 935 CMR 501.105(3)(b)(5).

5. Heka maintains all marijuana testing results for a minimum of one (1) year. 935 CMR 501.160(3); 935 CMR 501.105(3)(b)(2).

6. Heka's contract with the laboratory conducting marijuana testing shall stipulate that those individuals responsible for testing at the laboratory shall be registered as a RMD or Marijuana Establishment Agent of Heka pursuant to 935 CMR 501.030 and 935 CMR 500.030, respectively.

7. No member of the Heka Executive Management Team or member of Heka Incorporated may have any financial or other interest in the laboratory providing testing services for Heka. No

individual employee of the laboratory providing testing services for Heka may receive direct financial compensation from Heka. 935 CMR 501.105(b)(8).

8. Transportation of marijuana from the Heka facility to the testing laboratory shall comply with the requirements under 935 CMR 500.105(13) and 935 CMR 501.110(5). Refer to Heka's Transportation of Marijuana and Marijuana-Infused Products Policy.

9. Storage of marijuana at the laboratory providing testing services for Heka shall comply with the requirements of 935 CMR 500.105(11) and 935 CMR 501.105(4).

10. All excess marijuana left over from the testing at the laboratory must be returned to Heka and will be disposed of pursuant to 935 CMR 500.105(12) and 935 CMR 501.105(10).

11. The testing laboratory will generate a laboratory data package regarding each tested sample which will include:
    a) A case narrative describing sample receipt, preparation and analytical issues encountered and analytical methods used, along with a signed statement as to the accuracy and completeness of the results;
    b) Chains-of-custody paperwork; and
    c) Summary of the analytical results.

12. In accordance with the requirements under 935 CMR 500.160 and 935 CMR 501.105(3)(b)(3), when the independent testing laboratory results indicate unacceptable contaminant levels, all marijuana with the same batch number as the contaminated sample will be promptly removed from the applicable cultivation or storage area and transferred to the disposal room. The unacceptable contaminant levels will be noted in the LeafLogix system and inventory records adjusted accordingly. In accordance with 935 CMR 500.160 and 935 CMR 501.105(3)(b), the President/CEO/COO and the Director of Cultivation will review the data package provided by the testing laboratory concerning the marijuana sample, cultivation records for that batch number, including the type of growing media, pesticides used, employees who handled the marijuana, etc., to assess the source of contamination. Video surveillance tapes may also be reviewed as necessary to assist in this process. Identified sources and circumstances of the contamination will be noted in the LeafLogix system and additional employee training will be provided when indicated. Sources of contamination which may also affect other marijuana plants will be eliminated. Heka's Inventory Management Policy, and its quality control procedures contained in this Policy will be made available to adult-use customers, registered qualifying patients, and personal caregivers upon request.

13. Heka shall report unacceptable testing results that cannot be remedied to the Commission and DPH within 72 hours pursuant to 935 CMR 500.160(2) and 935 CMR 501.105(3)(b)(3).

14. Heka processes marijuana in a safe and sanitary manner, using only the leaves and flowers of female marijuana plants, which are: (i) well-cured and free of seeds and stems; (ii) free of dirt,

sand, debris, and other foreign matter; and (iii) free of contamination by mold, rot, other fungus, and bacterial diseases.

15. Marijuana leaves and flowers are prepared and handled on food-grade stainless steel tables and are packaged in a secure area. At no time will a Dispensary Agent's bare hands touch the materials.

16. All Dispensary Agents, whose job includes contact with marijuana or non-edible marijuana products, including cultivation, production, or packaging, are subject to the requirements for food handlers specified in 105 CMR 300.000: *Reportable Diseases, Surveillance, and Isolation and Quarantine Requirements.*

17. All Dispensary Agents working in direct contact with preparation of marijuana or non-edible marijuana products shall conform to sanitary practices while on duty, including maintaining adequate personal cleanliness and washing hands thoroughly in an adequate hand-washing area before starting work, and at any other time when hands may have become soiled or contaminated.

18. Heka hand-washing facilities shall be adequate and convenient and shall be furnished with running water at a suitable temperature. Heka's hand-washing facilities are located in production areas and where good sanitary practices require employees to wash and/or sanitize their hands, and provide effective hand-cleaning and sanitizing preparations and sanitary towel service or suitable drying devices.

19. Heka maintains sufficient space for placement of equipment and storage of materials as is necessary for the maintenance of sanitary operations.

20. Litter and waste are properly removed, disposed of to minimize the development of odor and the potential for the waste attracting and harboring pests. The operating systems for waste disposal shall be maintained in an adequate manner pursuant to 935 CMR 500.105(12) and 935 CMR 501.105(10).

21. Heka's floors, walls, and ceilings are constructed in such a manner that can be adequately kept clean and in good repair. Buildings, fixtures, and other physical facilities shall be maintained in a sanitary condition.

22. All contact surfaces, including utensils and equipment, shall be maintained in a clean and sanitary condition. Such surfaces shall be cleaned and sanitized as frequently as necessary to protect against contamination, using a sanitizing agent registered by the U.S. Environmental Protection Agency (EPA), in accordance with labeled instructions. Equipment and utensils shall be so designed and of such material and workmanship as to be adequately cleanable.

23. All toxic items shall be identified, held, and stored in a manner that protects against contamination of marijuana and marijuana products.

24. Heka's water supply shall be sufficient for necessary operations and any private water source shall be capable of providing a safe, potable, and adequate supply of water to meet Heka's needs.

25. Plumbing shall be of adequate size and design, and adequately installed and maintained to carry sufficient quantities of water to required locations throughout the Heka facility. Plumbing shall properly convey sewage and liquid disposable waste from Heka. There shall be no cross-connections between the potable and waste-water lines.

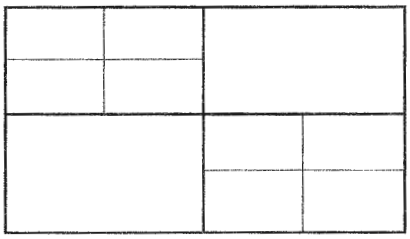
26. Heka shall provide its employees with adequate, readily accessible toilet facilities that are maintained in a sanitary condition and in good repair.

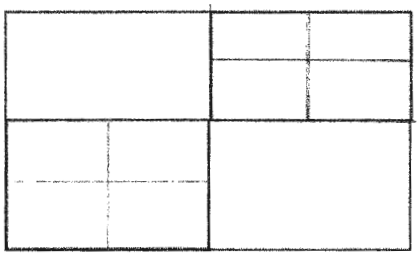
27. Storage and transportation of finished products shall be under conditions that will protect them against physical, chemical, and microbial contamination as well as against deterioration of them or their container.

II. SAMPLING

1. Heka's contracted independent analytical laboratories will sample all products to be certified using Quartering method appropriate for the material sampled. All sampling will be in accordance with Sections 5.0-5.3 in the DPH Protocol for Sampling and Analysis of Finished Marijuana Products. Any product that fails specified requirements may be retested once and upon a second failure, must be destroyed according to the Commission's guidelines. Upon passing the required testing, labels will be produced and the products will be released for sale.

2. If necessary, each flower batch will be broken into TESTING LOTS of up to 2 kg of flower. The testing lot will be separated into equal quadrants. Each quadrant will be quartered. Opposite quadrants will be quartered and random samples from each will be collected to reach the volume necessary for the sample required.





3. Due to the inhomogeneity of raw plant material, multiple 2-gram samples will be collected from each lot, depending on the size of the lot to be tested. For the 2-kg lot size, 5 sub-samples will be collected. For lot sizes smaller than 1 kg, 3 sub-samples will be sufficient.

In each case, the sub-samples will be composited for testing.

4. After sampling, flower will be placed in containers and sealed with security tape and quarantined while awaiting testing results. For chain of custody, total weight and sample weight will be witnessed and recorded. Crop batch data along with batch ID will also be collected.

5. All material will be sent to the lab to be tested for: PESTICIDES, PGR's and HEAVY METALS.

6. Upon passing the testing requirements, the lot will be available for further processing, or for additional testing if flower is intended for direct consumption.

7. All flower material for direct consumption will also be tested for:
BACTERIA, FUNGI, MYCOTOXINS, CANNABINOIDS: THCA, CBDA, CBGA, CBD, D8-THC, D9-THC, CBG, CBC, and CBN.

8. Upon passing the testing requirement, the batch will be certified and released for sale with labeling information. Labels will be designed within the lab to meet requirements. By following this protocol, product dispensed will be able to be sold as TESTED & CERTIFIED and labeled as such.

III. CANNABIS RESINS

1. All sampling will be in accordance with Sections 5.0-5.3 in the DPH Protocol for Sampling and Analysis of Finished Marijuana Products. After samples have been taken the product will be quarantined and placed in a tamper proof location until test results are processed. Upon passing the required testing, labels will be produced and the products will be released for sale.

2. If cannabis resins can be adequately homogenized, then a single 0.5-gram random sample will be collected and sent to the lab for testing of HEAVY METALS. For cannabis resins to be dispensed as resins, an additional 1.5-gram random sample will be collected and sent to the lab for testing for BACTERIA, FUNGI, MYCOTOXINS and CANNABINOIDS. All cannabis resins that are being used to create MIP's will be further tested in the post-MIP production for BACTERIA, FUNGI, MYCOTOXINS and CANNABINOIDS.

IV. CANNABIS CONCENTRATES

1. All sampling will be in accordance with Sections 5.0-5.3 in the DPH Protocol for Sampling and Analysis of Finished Marijuana Products. After samples have been taken the product will be quarantined and placed in a tamper proof location until test results are processed.

2. If concentrate can be adequately homogenized, then a single 0.5-gram random sample will be

collected and sent to the lab for testing of HEAVY METALS and SOLVENTS. For concentrates to be dispensed as concentrates, an additional 1.5 grams random sample will be collected and sent to the lab for testing for BACTERIA, FUNGI, MYCOTOXINS and CANNABINOIDS. All concentrates that are being used to create MIP's will further be tested post-MIP production for BACTERIA, FUNGI, MYCOTOXINS and CANNABINOIDS.

V. MARIJUANA PRODUCTS

1. All sampling will be in accordance with Sections 5.0-5.3 in the DPH Protocol for Sampling and Analysis of Finished Marijuana Products. After samples have been taken the product will be segregated and placed in a tamper proof location until test results are processed. Upon passing the required testing, labels will be produced and the products will be released for sale.

2. Random samples will be collected in individual serving size units and sent to the lab for testing of BACTERIA, FUNGI, MYCOTOXINS and CANNABINOIDS.

VI. Testing Methodologies

1. Analytical procedures for determining cannabinoid profiles will follow the methods described in AHP 2013.

2. Quantification of metals will be performed with a validated method such as provided by the FDA USP, Chapter 233.

3. Pesticides residues and plant growth regulator testing will attempt to analyze as many compounds on the USDA target analyte list as possible, using methods that are consistent with the following sections of the National Organic Program Handbook: Guidance and Instructions for Accredited Certifying Agents and Certified Operations – NOP 2611, NOP 2611-1 and NOP 2613.

4. Methods for identifying microbiological contaminants will be consistent with USP chapters 61, 62 and 561.

5. Methods for determining residual solvent concentrations will be performed in accordance with USP chapter 467.

APPROVED BY:

Mark A. Dupuis, President/CEO/COO

10-13-20
Date

HEKA INCORPORATED

POLICY: SEPARATING RECREATIONAL FROM MEDICAL OPERATIONS

POLICY

Heka Incorporated ("Heka") will operate a co-located medical- and adult-use cultivation, product manufacturing, and retail operation at its facility located in Westfield, MA, and co-located retail operations at its other facilities, and ensure the physical separation of medical- and adult-use operations as required by 935 CMR 500.140(7).

PROCEDURE

1. Heka dispensing areas for medical- and adult-use marijuana will be physically separated by a semi-permanent glass and/or rope barrier and accessible following initial check in with security staff to confirm valid proof of identification in accordance with 935 CMR 500.140.

2. Medical-use patients and caregivers with a Department of Health or Cannabis Control Commission ("the Commission") -issued registration card will be permitted to access any dispensing line and will not be limited to the medical-use program dispensing line. *See* 935 CMR 500.140.

3. Heka will also maintain its consultation area away from the dispensing/sales area to allow Heka staff and medical and adult consumers to speak privately.

4. Using its inventory software tracking and point of sales systems, Metrc and LeafLogix, Heka will record each dispensing/sales transaction and the separation of the adult-use and medical marijuana inventory at the point of sale. Applicable excise, sales, and local taxes will be applied at the point of sale.

5. Heka will provide accurate sales data to the Commission on a biannual basis for the preceding six months in accordance with 935 CMR 500.140(10) and 935 CMR 500.140(6)(h). This is to ensure there is an adequate supply of marijuana and marijuana products.

6. As a colocated RMD and adult-use Marijuana Establishment, Heka will ensure access to a sufficient quantity and variety of marijuana and marijuana products for patients registered under 935 CMR 501.000, which will be based on 35% of Heka's inventory upon commencing operations as an adult-use Marijuana Establishment in accordance with 935 CMR 500.140(10).

7. After six months of dispensing marijuana and marijuana products, Heka will ensure the quantity and variety of marijuana for patients meets the demand indicated by sales data from the preceding six months in accordance with 935 CMR 500.140(6). *See* 935 CMR 500.140(10).

8. The products specifically set aside for patient supply will reflect the types and strains available in the preceding six months, unless unreasonably impracticable. If a substitution is necessary, it will closely reflect the product no longer available. *See* 935 CMR 500.140(10).

9. Heka will perform weekly audits of the available patient supply. These records shall be retained for a minimum period of six months.

10. Heka will submit an inventory plan demonstrating the quantity and variety of marijuana reserved for patients to the Commission each quarter.

11. If the patient supply is exhausted and there is no reasonable substitution, Heka shall provide a report to the Commission.

12. Heka may transfer unused marijuana products previously reserved for medical use to its adult-use operations in accordance with 935 CMR 502.140(9)(f), so long as it is transferred within a reasonable time prior to expiration and does not pose a risk to health and safety. *See* 935 CMR 500.140(10).

13. All marijuana and marijuana products sold will be labeled and packaged according to the respective requirements of the medical- and adult-use program regulations.

APPROVED BY:

Mark A. Dupuis, President/CEO/COO

10-13-20
Date

655860.4

Heka Incorporated

Diversity Policy & Plan

Heka, Inc. ("Heka") is an equal opportunity employer and does not discriminate against applicants for employment based on race, age, color, religion, gender or gender identity, sexual orientation, pregnancy, marital status, veteran status, national origin, physical and mental disability, or any other protected status recognized under applicable federal and state law. Heka believes its success is dependent on a qualified and diverse workforce. Heka's compliance team and human resources department will be responsible for implementing the activities identified in this plan on an ongoing basis.

Goal #1

- To seek out and hire individuals with diverse backgrounds from demographics designated by the Cannabis Control Commission ("the Commission").

Programs

- Heka will work with local newspapers, including the *Berkshire Eagle* and *The Republican,* to identify candidates for employment from diverse backgrounds. In its first full year of operation, Heka will set a goal to recruit 40% of all potential candidates from the following Commission-designated demographics: minorities; women; veterans; people with disabilities; and people of all gender identities and sexual orientations. Specifically, Heka will set a goal to hire 50% of all potential candidates from Commission-designated demographic groups responding to the above-mentioned employment advertisements.
- In its first full year of operation, Heka will participate in at least two (2) job fairs with the aim of hiring individuals from diverse backgrounds.

Measurement

- In its first full year of operation, Heka will set a goal of posting at least half of its employment advertisements in *The Berkshire Eagle* and *The Republican.* Heka will track the number of advertisements posted, the number of applications received as a result of such advertisements, and the number of respondent applicants successfully hired. Heka will use this tracking system to measure whether it has met its goal of recruiting 40% of all potential candidates from demographics designated by the Commission.
- Heka will participate in at least two (2) job fairs. Heka will track and record contacts made at the job fairs and follow-up within one month of the job fair.

Goal #2

- To provide educational opportunities to all employees.

Programs

- Heka will seek out, identify and implement a reputable training program to educate all employees on diversity in the workplace. The course will be required of all newly hired employees, and will be offered at least once every three (3) months to ensure timely compliance.
- Beyond weekly staff update/informational meetings, Heka will offer educational sessions in order to afford opportunities to all employees to grow and advance their knowledge of the cannabis industry and the company. These opportunities will assist employees in gaining the

knowledge and skills to advance within the company's employment divisions. In order to provide mentorship and opportunities to grow, Heka will ensure that at least one manager from each employment division (retail, cultivation, product manufacturing) are available to provide guidance in conjunction with the educational sessions. The informational sessions will be held at least once every three (3) months. Heka will provide two (2) weeks' notice to all employees regarding educational sessions, including date, time, and topic to be covered. Heka will ensure participation rates do not conflict with staffing and daily operations by limiting participation to 25% of staff. Notices and sign-up sheets will be posted on the employee information board, as well as in all breakrooms. Managers will also make announcements at employee staff meetings.

Measurement

- Heka will hold diversity training for new employees at least once every three (3) months to ensure timely compliance. Heka will track participation in accordance with its personnel and employee training policies.
- Heka will offer educational sessions at least once every three (3) months and will maintain records of all meetings and educational sessions, including sign-in attendance sheets and participant surveys. In addition, Heka will ensure that there will be a manager from the corresponding employment division available at each quarterly educational session according to the subject matter of each session (i.e. a quarterly session on cultivation and innovation will include a cultivation manager prepared to mentor interested employees). In addition to assigned quarterly training, Heka will set a goal of having each division manager devote a total of one (1) hour per month to mentoring interested employees. Heka will track all logged hours in each division manager's personnel record to ensure compliance.

Annual Assessment and Acknowledgments

- Heka will conduct a review of this policy annually and will report on its efforts and the identified metrics and corresponding goals above to the Commission in accordance with its annual marijuana establishment licensure renewal in accordance with 935 CMR 500.103(4)(a). Following such review, Heka will identify strategic objectives related to promotion of equity and diversity at Heka, including possible changes in policies and procedures, staff training, targeted recruitment efforts, and/or sponsored equity and diversity awareness events for employees and the local community.
- Heka further acknowledges the following regarding the implementation of this Diversity Plan:
    - All specifically named organizations in this plan have agreed to partner with Heka to implement the identified goals and programs stated herein, as applicable.
    - In carrying out this plan, Heka will adhere to the requirements concerning prohibited advertising, branding, marketing, and sponsorship practices of every marijuana establishment in accordance with 935 CMR 500.105(4).
    - Any actions taken, or programs instituted by Heka in connection with this plan will not violate the Commission's regulations with respect to limitation on ownership or control or other applicable state laws.

APPROVED BY:

Mark A. Dupuis. President/CEO/COO

5-7-21
Date

665345.1

HEKA INCORPORATED

POLICY: ENERGY EFFICIENCY & CONSERVATION

POLICY

Heka Inc. ("Heka") operates a Massachusetts vertical marijuana cultivation, processing and retail operation housed in a 42,000 sq. ft. facility and located at 98 Sgt. TM Dion Way, Westfield Massachusetts 01085 ("Facility"). This Facility was built using innovative energy efficient materials, processes and equipment that are sustainably suited for New England weather and environmental conditions.

In accordance with the requirements under 935 CMR 501.105 (q), and in cooperation with M.G.L. c. 25. 21., Heka shall operate the Facility, using best practices to conserve and limit unnecessary use of electricity and natural gas ("Energy") and to identify processes, methods and equipment to further reduce, or more efficiently use Energy to operate the Facility.

PROCEDURE

1. **REDUCE** - Heka has identified a few areas at its Facility to reduce future use of Energy in its operations at the facility as follows:

    a. *Cultivation HVAC* - The Facility uses "chill water" HVAC systems to operate its cultivation facility. This system is currently designed to provide 40-degree water to 50 independent air handlers that supply cooling to 20 "air tight" cultivation rooms. The water in the chill water system is cooled using energy efficient compressors/chillers and free air coils, which use the outside air to cool the water when it is less than 40 degrees outside. Over the next 2 years, Heka will work to increase the efficiencies of the Chill Water System.

        - Increase the designed temperature of the chill water loop to operate at 60 degrees (currently 40 degrees) to allow for cooling of the chill water to be made by the outside air when 55 degrees or less.
        - Purchase additional free air coils to further support the avoidance of using the compressor/chiller equipment to cool the chill water systems.

    b. *Cultivation LED Lighting* - The Facility uses new LED lights that meet the current regulations for Energy use. A substantial portion of the heat produced by the LED lights that is emitted into the cultivation room and requiring the HVAC system to cool the rooms, comes from the LED "Drivers/Transformers". Over the last couple years, LED technology developments have now allowed for the LED Drivers to be connected to the LED light at a distance that would allow for the drivers to be located outside of the cultivation rooms. This technology and equipment has the potential to reduce the cooling requirements of the HVAC system by up to 40%. Over the next years 3, Heka will work to reduce the cooling needs of its cultivation rooms.

        - Purchase LED lights that are capable of remote location of the LED Drivers.
        - Install remote LED drivers in a location that will allow the outside air to keep the LED Drivers cool.

2. **RENEWABLES** - Heka believes that using renewable energy to subsidize the Energy used at the Facility is possible. Once Heka achieves full operations during 2022, and has the financial resources to act, Heka intends on exploring the use of renewable energy.

   a. *Outdoor Solar Panels* - Heka looks to bring in solar panel contractors and related energy contractors to provide proposals that will include the capital cost for the installation of solar panels at the Facility.

   b. *Indoor Solar Panels* - Heka believes that the significant light used in the cultivation rooms has the potential to produce Energy using solar panels. Heka looks to identify solar panels that can be wall mounted to use the light in the cultivation rooms to produce energy.

3. **DEMAND** - Heka believes that it may be possible, to some extent, to manage use of Energy at the Facility "off peak". Once Heka achieves full operations during 2022, and has the financial resources to act, Heka intends on exploring the use of Energy "off peak".

   a. *Off Peak Energy Use* - Due to the fact that nights are cooler than days, the use of Heka's "free air coils" in its HVAC System would be better utilized if Heka can operate the cultivation lighting cycles after dark, during "off peak" hours. Heka looks to explore a cultivation lighting cycle that operates during "off peak" hours.

4. **ENERGY EFFICIENCY PROGRAMS** - Heka is located in Westfield, Massachusetts and all of the Facility's Energy is provided from a municipal Energy provider, Westfield Gas and Electric ("WG&E"). Once Heka achieves full operations during 2022, and has the financial resources to act, Heka intends on engaging WG&E, with the effort to develop programs that support their mandate to participate in M.G.L. c. 25. 21. Since Heka will be WG&E's 2nd or 3rd largest user of Energy in the City of Westfield, Heka anticipates that a good working relationship will be embraced.

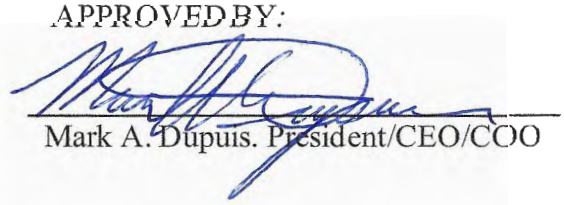
   a. *Replacement of LED Lighting* - Heka will pursue WG&E to participate in the capital cost to replace Heka's LED lighting with externally installed LED Drivers as discussed in Section #1(b) above.

   b. *Solar Panels* – Heka will pursue WG&E to participate in the capital cost to install solar panels as discussed in Section #2 (a) and (b) above.

   c. *Off Peak Energy Use* - Heka will pursue WG&E to participate in a program that will provide Heka with financial benefits to operate during "off peak" hours as discussed in #3(a) above.

   d. *WG&E Proposals* - Heka will pursue any opportunity to work with WG&E to meet their obligations under M.G.L. c. 25. 21

APPROVED BY:



Mark A. Dupuis. President/CEO/COO

APRIL 1-2021

Date