Massachusetts Cannabis Control Commission

Marijuana Retailer

General Information:

License Number: MR283095

Original Issued Date: 09/04/2020

Issued Date: 08/12/2021

Expiration Date: 09/04/2022

ABOUT THE MARIJUANA ESTABLISHMENT

Business Legal Name: NS AJO Holdings Inc.

Phone Number: 781-962-9666 **Email Address:** alex.hardy@ethoscannabis.com

Business Address 1: 20 Authority Drive **Business Address 2:**

Business City: Fitchburg **Business State:** MA **Business Zip Code:** 01420

Mailing Address 1: 20 Authority Drive **Mailing Address 2:**

Mailing City: Fitchburg **Mailing State:** MA **Mailing Zip Code:** 01420

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: RPA201991

RMD INFORMATION

Name of RMD: NS AJO Holdings Inc.

Department of Public Health RMD Registration Number:

Operational and Registration Status: Obtained Provisional Certificate of Registration only

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

If no, describe the circumstances below:

PERSONS WITH DIRECT OR INDIRECT AUTHORITY

Person with Direct or Indirect Authority 1

Percentage Of Ownership: 1 **Percentage Of Control:** 20

Role: Director **Other Role:**

First Name: David **Last Name:** Clapper **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 **Percentage Of Control:** 20

Role: Director **Other Role:**

First Name: William **Last Name:** Landman **Suffix:**

Gender: Male **User Defined Gender:**

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

Specify Race or Ethnicity:

Person with Direct or Indirect Authority 3

Percentage Of Ownership: **Percentage Of Control:** 20

Role: Director **Other Role:**

First Name: Alex **Last Name:** Chadwick **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 4

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

Role: Executive / Officer **Other Role:** Chief Operational Officer

First Name: Alex **Last Name:** Hardy **Suffix:**

Gender: Male **User Defined Gender:**

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

Specify Race or Ethnicity:

ENTITIES WITH DIRECT OR INDIRECT AUTHORITY

Entity with Direct or Indirect Authority 1

Percentage of Control: 100 **Percentage of Ownership:** 100

Entity Legal Name: Natural Selections MA, Inc. **Entity DBA:** **DBA City:**

Entity Description: Natural Selections MA, Inc. is a Massachusetts Corporation engaged in the business of holding interests in cannabis entities in Massachusetts.

Foreign Subsidiary Narrative:

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: Natural Selections MA, Inc. is the sole owner of NS AJO Holdings, Inc.

Entity with Direct or Indirect Authority 2

Percentage of Control: **Percentage of Ownership:** 100

Entity Legal Name: MLH Holdings LLC **Entity DBA:** **DBA**

City:

Entity Description: MLH Holdings LLC is a Delaware Limited Liability Company engaged in the business of holding interests in cannabis entities in the United States.

Foreign Subsidiary Narrative:

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: MLH Holdings LLC indirectly owns 100% of NS AJO Holdings, Inc.

Entity with Direct or Indirect Authority 3

Percentage of Control:	**Percentage of Ownership:** 23.6	
Entity Legal Name: Linaria Investments LLC	**Entity DBA:**	**DBA City:**

Entity Description: Linaria Investments LLC is an entity invested in MLH Holdings, LLC.

Foreign Subsidiary Narrative:

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: Linaria Investments LLC indirectly owns 21.75% of NS AJO Holdings, Inc.

Entity with Direct or Indirect Authority 4

Percentage of Control:	**Percentage of Ownership:** 23.6	
Entity Legal Name: Lobelia Holdings LLC	**Entity DBA:**	**DBA City:**

Entity Description: Lobelia Holdings LLC is an entity invested in Linaria Investments LLC.

Foreign Subsidiary Narrative:

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: Lobelia Holdings LLC indirectly owns 21.75% of NS AJO Holdings, Inc.

Entity with Direct or Indirect Authority 5

Percentage of Control:	**Percentage of Ownership:** 23.6	
Entity Legal Name: The Lavatera Trust	**Entity DBA:**	**DBA City:**

Entity Description: The Lavatera Trust is a trust invested in Lobelia Holdings LLC.

Foreign Subsidiary Narrative:

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: The Lavatera Trust indirectly owns 21.75% of NS AJO Holdings, Inc.

Entity with Direct or Indirect Authority 6

Percentage of Control: **Percentage of Ownership:** 23.6

Entity Legal Name: MLIP MLH Investments, LLC **Entity DBA:** **DBA City:**

Entity Description: MLIP MLH Investments, LLC is an entity invested in MLH Holdings, LLC.

Foreign Subsidiary Narrative:

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: MLIP MLH Investments LLC indirectly owns 21.75% of NS AJO Holdings, Inc.

Entity with Direct or Indirect Authority 7

Percentage of Control: **Percentage of Ownership:** 14.2

Entity Legal Name: The James Aresty 2008 Irrevocable Trust **Entity DBA:** **DBA City:**

Entity Description: The James Aresty 2008 Irrevocable Trust is an entity invested in MLIP MLH Investments, LLC.

Foreign Subsidiary Narrative:

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: The James Aresty 2008 Irrevocable Trust indirectly owns 13% of NS AJO Holdings, Inc.

Entity with Direct or Indirect Authority 8

Percentage of Control: **Percentage of Ownership:** 23.6

Entity Legal Name: L2015H, LLC **Entity DBA:** **DBA City:**

Entity Description: L2015H, LLC is an entity invested in MLH Holdings, LLC.

Foreign Subsidiary Narrative:

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: L2015H, LLC indirectly owns 21.75% of NS AJO Holdings, Inc.

Entity with Direct or Indirect Authority 9

Percentage of Control: 100 **Percentage of Ownership:** 100

Entity Legal Name: MLH MSO Holdco, Inc. **Entity DBA:** **DBA City:**

Entity Description: MLH MSO Holdco, Inc. is a Deleware Corporation engaged in the business of holding interests in cannabis entities in the United States.

Foreign Subsidiary Narrative:

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: MLH MSO Holdco, Inc. indirectly owns 100% of NS AJO Holdings, Inc.

CLOSE ASSOCIATES AND MEMBERS

Close Associates or Member 1

First Name: Robert | **Last Name:** Gorovitz | **Suffix:**

Describe the nature of the relationship this person has with the Marijuana Establishment: Robert Gorovitz is the Trustee of the Lavatera Trust, which is the ultimate owner of 23.6% of Natural Selections MA, Inc., the Parent Company of NS AJO Holdings, Inc.

Close Associates or Member 2

First Name: Morey | **Last Name:** Goldberg | **Suffix:**

Describe the nature of the relationship this person has with the Marijuana Establishment: Morey Goldberg is the Co-trustee of the James Aresty 2008 Irrevocable Trust, which is the ultimate owner of 14.2% of Natural Selections MA, Inc., the Parent Company of NS AJO Holdings, Inc.

Close Associates or Member 3

First Name: James | **Last Name:** Aresty | **Suffix:**

Describe the nature of the relationship this person has with the Marijuana Establishment: James Aresty is the Co-trustee of the James Aresty 2008 Irrevocable Trust, which is the ultimate owner of 14.2% of Natural Selections MA, Inc., the Parent Company of NS AJO Holdings, Inc.

CAPITAL RESOURCES - INDIVIDUALS

No records found

CAPITAL RESOURCES - ENTITIES

Entity Contributing Capital 1

Entity Legal Name: Natural Selections MA, Inc. | **Entity DBA:**

Email: aidan423@gmail.com | **Phone:** 617-610-0761

Address 1: 80.5 Kinnaird Street | **Address 2:**

City: Cambridge | **State:** MA | **Zip Code:** 02139

Types of Capital: Monetary/ Equity | **Other Type of Capital:** | **Total Value of Capital Provided:** $6055980.17 | **Percentage of Initial Capital:** 100

Capital Attestation: Yes

BUSINESS INTERESTS IN OTHER STATES OR COUNTRIES

Business Interest in Other State 1

Business Interest of an Owner or the Marijuana Establishment: Business Interest of an Owner

Owner First Name: David | **Owner Last Name:** Clapper | **Owner Suffix:**

Entity Legal Name: Plants of Ruskin, LLC | **Entity DBA:**

Entity Description: Marijuana Establishment in Florida. David Clapper and William Landman have ownership interests in this Marijuana Establishment through their interests in Mainline Investment Partners.

Entity Phone: 813-645-2528 | **Entity Email:** johntipton@altmed.com | **Entity Website:**

Entity Address 1: 901 4th Street N.W. **Entity Address 2:**

Entity City: Ruskin **Entity State:** FL **Entity Zip Code:** 33570 **Entity Country:** USA

Entity Mailing Address 1: 901 4th Street N.W. **Entity Mailing Address 2:**

Entity Mailing City: Ruskin **Entity Mailing State:** FL **Entity Mailing Zip Code:** 33570 **Entity Mailing Country:** USA

Business Interest in Other State 2

Business Interest of an Owner or the Marijuana Establishment: Business Interest of an Owner

Owner First Name: David **Owner Last Name:** Clapper **Owner Suffix:**

Entity Legal Name: Fort Consulting, LLC **Entity DBA:**

Entity Description: Marijuana Establishment in Arizona. David Clapper and William Landman have ownership interests in this Marijuana Establishment through their interests in Mainline Investment Partners.

Entity Phone: 602-358-8771 **Entity Email:** reggie@agronomyinnovations.com **Entity Website:**

Entity Address 1: 12620 N Cave Creek Rd **Entity Address 2:** Suite 1

Entity City: Phoenix **Entity State:** AZ **Entity Zip Code:** 85022 **Entity Country:** USA

Entity Mailing Address 1: 12620 N Cave Creek Rd **Entity Mailing Address 2:** Suite 1

Entity Mailing City: Phoenix **Entity Mailing State:** AZ **Entity Mailing Zip Code:** 80522 **Entity Mailing Country:** USA

Business Interest in Other State 3

Business Interest of an Owner or the Marijuana Establishment: Business Interest of an Owner

Owner First Name: William **Owner Last Name:** Landman **Owner Suffix:**

Entity Legal Name: Plants of Ruskin, LLC **Entity DBA:**

Entity Description: Marijuana Establishment in Florida. David Clapper and William Landman have ownership interests in this Marijuana Establishment through their interests in Mainline Investment Partners.

Entity Phone: 813-645-2528 **Entity Email:** johntipton@altmed.com **Entity Website:**

Entity Address 1: 901 4th Street N.W. **Entity Address 2:**

Entity City: Ruskin **Entity State:** FL **Entity Zip Code:** 33570 **Entity Country:** USA

Entity Mailing Address 1: 901 4th Street N.W. **Entity Mailing Address 2:**

Entity Mailing City: Ruskin **Entity Mailing State:** FL **Entity Mailing Zip Code:** 33570 **Entity Mailing Country:** USA

Business Interest in Other State 4

Business Interest of an Owner or the Marijuana Establishment: Business Interest of an Owner

Owner First Name: William **Owner Last Name:** Landman **Owner Suffix:**

Entity Legal Name: Fort Consulting, LLC **Entity DBA:**

Entity Description: Marijuana Establishment in Arizona. David Clapper and William Landman have ownership interests in this Marijuana Establishment through their interests in Mainline Investment Partners.

Entity Phone: 602-358-8771 **Entity Email:** reggie@agronomyinnovations.com **Entity Website:**

Entity Address 1: 12620 N Cave Creek Rd **Entity Address 2:** Suite 1

Entity City: Phoenix **Entity State:** AZ **Entity Zip Code:** 80522 **Entity Country:** USA

Entity Mailing Address 1: 12620 N Cave Creek Rd **Entity Mailing Address 2:** Suite 1

Entity Mailing City: Phoenix **Entity Mailing State:** AZ **Entity Mailing Zip Code:** **Entity Mailing Country:**

80522 USA

Business Interest in Other State 5

Business Interest of an Owner or the Marijuana Establishment: Business Interest of an Owner

Owner First Name: David **Owner Last Name:** Clapper **Owner Suffix:**

Entity Legal Name: MLH Explorations, LLC **Entity DBA:**

Entity Description: MLH Explorations, LLC possesses a Clinical Registrant permit in Pennsylvania under the state's medical marijuana program allowing the company to develop and operate one cultivation and processing facility and up to six dispensary locations.

Entity Phone: 617-407-0966 **Entity Email:** ramon@naturalselectionsma.com **Entity Website:**

Entity Address 1: 308 E Lancaster Avenue **Entity Address 2:** Suite 300

Entity City: Wynnewood **Entity State:** PA **Entity Zip Code:** 19096 **Entity Country:** USA

Entity Mailing Address 1: 308 E Lancaster Avenue **Entity Mailing Address 2:** Suite 300

Entity Mailing City: Wynnewood **Entity Mailing State:** PA **Entity Mailing Zip Code:** 19096 **Entity Mailing Country:** USA

Business Interest in Other State 6

Business Interest of an Owner or the Marijuana Establishment: Business Interest of an Owner

Owner First Name: William **Owner Last Name:** Landman **Owner Suffix:**

Entity Legal Name: MLH Explorations, LLC **Entity DBA:**

Entity Description: MLH Explorations, LLC possesses a Clinical Registrant permit in Pennsylvania under the state's medical marijuana program allowing the company to develop and operate one cultivation and processing facility and up to six dispensary locations.

Entity Phone: 617-407-0966 **Entity Email:** ramon@naturalselectionsma.com **Entity Website:**

Entity Address 1: 308 E Lancaster Avenue **Entity Address 2:** Suite 300

Entity City: Wynnewood **Entity State:** PA **Entity Zip Code:** 19096 **Entity Country:** USA

Entity Mailing Address 1: 308 E Lancaster Avenue **Entity Mailing Address 2:** Suite 300

Entity Mailing City: Wynnewood **Entity Mailing State:** PA **Entity Mailing Zip Code:** 19096 **Entity Mailing Country:** USA

Business Interest in Other State 7

Business Interest of an Owner or the Marijuana Establishment: Business Interest of an Owner

Owner First Name: David **Owner Last Name:** Clapper **Owner Suffix:**

Entity Legal Name: MLH NE Pennsylvania LLC **Entity DBA:**

Entity Description: Medical Marijuana Dispensary Licensee

Entity Phone: 856-364-7413 **Entity Email:** david.clapper@ethoscannabis.com **Entity Website:**

Entity Address 1: 2773 W. Emaus Ave **Entity Address 2:**

Entity City: Allentown **Entity State:** PA **Entity Zip Code:** 18103 **Entity Country:** USA

Entity Mailing Address 1: 2773 W. Emaus Ave **Entity Mailing Address 2:**

Entity Mailing City: Allentown **Entity Mailing State:** PA **Entity Mailing Zip Code:** 18103 **Entity Mailing Country:** USA

Business Interest in Other State 8

Business Interest of an Owner or the Marijuana Establishment: Business Interest of an Owner

Owner First Name: David **Owner Last Name:** Clapper **Owner Suffix:**

Entity Legal Name: Mission Maryland LLC **Entity DBA:**

Entity Description: Medical Marijuana Dispensary Licensee

Entity Phone: 856-364-7413 **Entity Email:** david.clapper@ethoscannabis.com **Entity Website:**

Entity Address 1: 6328 Baltimore National Pike **Entity Address 2:**

Entity City: Baltimore **Entity State:** MD **Entity Zip Code:** 21228 **Entity Country:** USA

Entity Mailing Address 1: 6328 Baltimore National Pike **Entity Mailing Address 2:**

Entity Mailing City: Baltimore **Entity Mailing State:** MD **Entity Mailing Zip Code:** 21228 **Entity Mailing Country:** USA

Business Interest in Other State 9

Business Interest of an Owner or the Marijuana Establishment: Business Interest of an Owner

Owner First Name: David **Owner Last Name:** Clapper **Owner Suffix:**

Entity Legal Name: Maryland Alternative Relief, LLC **Entity DBA:**

Entity Description: Medical Marijuana Dispensary Licensee

Entity Phone: 856-364-7413 **Entity Email:** david.clapper@ethoscannabis.com **Entity Website:**

Entity Address 1: 3907 Norbeck Road **Entity Address 2:**

Entity City: Rockville **Entity State:** MD **Entity Zip Code:** 20853 **Entity Country:** USA

Entity Mailing Address 1: 3907 Norbeck Road **Entity Mailing Address 2:**

Entity Mailing City: Rockville **Entity Mailing State:** MD **Entity Mailing Zip Code:** 20853 **Entity Mailing Country:** USA

Business Interest in Other State 10

Business Interest of an Owner or the Marijuana Establishment: Business Interest of an Owner

Owner First Name: David **Owner Last Name:** Clapper **Owner Suffix:**

Entity Legal Name: Chesapeake Integrated health Institute, LLC **Entity DBA:**

Entity Description: Medical Marijuana Dispensary

Entity Phone: 856-364-7413 **Entity Email:** david.clapper@ethoscannabis.com **Entity Website:**

Entity Address 1: 3907 Falls Road **Entity Address 2:**

Entity City: Baltimore **Entity State:** MD **Entity Zip Code:** 21211 **Entity Country:** USA

Entity Mailing Address 1: 3907 Falls Road **Entity Mailing Address 2:**

Entity Mailing City: Baltimore **Entity Mailing State:** MD **Entity Mailing Zip Code:** 21211 **Entity Mailing Country:** USA

Business Interest in Other State 11

Business Interest of an Owner or the Marijuana Establishment: Business Interest of an Owner

Owner First Name: William **Owner Last Name:** Landman **Owner Suffix:**

Entity Legal Name: MLH NE Pennsylvania **Entity DBA:**

Entity Description: Medical Marijuana Dispensary Licensee

Entity Phone: 856-364-7413 **Entity Email:** david.clapper@ethoscannabis.com **Entity Website:**

Entity Address 1: 2773 W. Emaus Ave **Entity Address 2:**

Entity City: Allentown **Entity State:** PA **Entity Zip Code:** 18103 **Entity Country:** USA

Entity Mailing Address 1: 2773 W. Emaus Ave. **Entity Mailing Address 2:**

Entity Mailing City: Allentown **Entity Mailing State:** PA **Entity Mailing Zip Code:** 18103 **Entity Mailing Country:** USA

Business Interest in Other State 12

Business Interest of an Owner or the Marijuana Establishment: Business Interest of an Owner

Owner First Name: William **Owner Last Name:** Landman **Owner Suffix:**

Entity Legal Name: Mission Maryland LLC **Entity DBA:**

Entity Description: Medical Marijuana Dispensary Licensee

Entity Phone: 856-364-7413 **Entity Email:** david.clapper@ethoscannabis.com **Entity Website:**

Entity Address 1: 6328 Baltimore National Pike **Entity Address 2:**

Entity City: Baltimore **Entity State:** MD **Entity Zip Code:** 21228 **Entity Country:** USA

Entity Mailing Address 1: 6328 Baltimore National Pike **Entity Mailing Address 2:**

Entity Mailing City: Baltimore **Entity Mailing State:** MD **Entity Mailing Zip Code:** 21228 **Entity Mailing Country:** USA

Business Interest in Other State 13

Business Interest of an Owner or the Marijuana Establishment: Business Interest of an Owner

Owner First Name: William **Owner Last Name:** Landman **Owner Suffix:**

Entity Legal Name: Maryland Alternative Relief, LLC **Entity DBA:**

Entity Description: Medical Marijuana Dispensary Licensee

Entity Phone: 856-364-7413 **Entity Email:** david.clapper@ethoscannabis.com **Entity Website:**

Entity Address 1: 3907 Norbeck Road **Entity Address 2:**

Entity City: Rockville **Entity State:** MD **Entity Zip Code:** 20853 **Entity Country:** USA

Entity Mailing Address 1: 3907 Norbeck Road **Entity Mailing Address 2:**

Entity Mailing City: Rockville **Entity Mailing State:** MD **Entity Mailing Zip Code:** 20853 **Entity Mailing Country:** USA

Business Interest in Other State 14

Business Interest of an Owner or the Marijuana Establishment: Business Interest of an Owner

Owner First Name: William **Owner Last Name:** Landman **Owner Suffix:**

Entity Legal Name: Chesapeake Integrated health Institute, LLC **Entity DBA:**

Entity Description: Medical Marijuana Dispensary

Entity Phone: 856-364-7413 **Entity Email:** david.clapper@ethoscannabis.com **Entity Website:**

Entity Address 1: 3907 Falls Road **Entity Address 2:**

Entity City: Baltimore **Entity State:** MD **Entity Zip Code:** 21211 **Entity Country:** USA

Entity Mailing Address 1: 3907 Falls Road **Entity Mailing Address 2:**

Entity Mailing City: Baltimore **Entity Mailing State:** MD **Entity Mailing Zip Code:** 21211 **Entity Mailing Country:** USA

DISCLOSURE OF INDIVIDUAL INTERESTS

Individual 1

First Name: David **Last Name:** Clapper **Suffix:**

Marijuana Establishment Name: NS AJO Holdings, Inc. **Business Type:** Marijuana Cultivator

Marijuana Establishment City: Fitchburg **Marijuana Establishment State:** MA

Individual 2

First Name: David **Last Name:** Clapper **Suffix:**

Marijuana Establishment Name: NS AJO Holdings, Inc. **Business Type:** Marijuana Product Manufacture

Marijuana Establishment City: Fitchburg **Marijuana Establishment State:** MA

Individual 3

First Name: William **Last Name:** Landman **Suffix:**

Marijuana Establishment Name: NS AJO Holdings, Inc. **Business Type:** Marijuana Cultivator

Marijuana Establishment City: Fitchburg **Marijuana Establishment State:** MA

Individual 4

First Name: William **Last Name:** Landman **Suffix:**

Marijuana Establishment Name: NS AJO Holdings, Inc. **Business Type:** Marijuana Product Manufacture

Marijuana Establishment City: Fitchburg **Marijuana Establishment State:** MA

Individual 5

First Name: William **Last Name:** Landman **Suffix:**

Marijuana Establishment Name: Lynn Organics LLC **Business Type:** Marijuana Retailer

Marijuana Establishment City: Lynn **Marijuana Establishment State:** MA

Individual 6

First Name: David **Last Name:** Clapper **Suffix:**

Marijuana Establishment Name: Lynn Organics LLC **Business Type:** Marijuana Retailer

Marijuana Establishment City: Lynn **Marijuana Establishment State:** MA

Individual 7

First Name: Alex **Last Name:** Chadwick **Suffix:**

Marijuana Establishment Name: NS AJO Holdings, Inc. **Business Type:** Marijuana Cultivator

Marijuana Establishment City: Fitchburg **Marijuana Establishment State:** MA

Individual 8

First Name: Alex **Last Name:** Chadwick **Suffix:**

Marijuana Establishment Name: NS AJO Holdings, Inc. **Business Type:** Marijuana Product Manufacture

Marijuana Establishment City: Fitchburg **Marijuana Establishment State:** MA

Individual 9

First Name: Alex **Last Name:** Chadwick **Suffix:**

Marijuana Establishment Name: Lynn Organics LLC **Business Type:** Marijuana Retailer

Marijuana Establishment City: Lynn **Marijuana Establishment State:** MA

Individual 10

First Name: Alex **Last Name:** Hardy **Suffix:**

Marijuana Establishment Name: NS AJO Holdings, Inc. **Business Type:** Marijuana Cultivator

Marijuana Establishment City: Fitchburg **Marijuana Establishment State:** MA

Individual 11

First Name: Alex **Last Name:** Hardy **Suffix:**

Marijuana Establishment Name: NS AJO Holdings, Inc. **Business Type:** Marijuana Product Manufacture

Marijuana Establishment City: Fitchburg **Marijuana Establishment State:** MA

Individual 12

First Name: Alex **Last Name:** Hardy **Suffix:**

Marijuana Establishment Name: Lynn Organics LLC **Business Type:** Marijuana Retailer

Marijuana Establishment City: Lynn **Marijuana Establishment State:** MA

Individual 13

First Name: Robert **Last Name:** Gorovitz **Suffix:**

Marijuana Establishment Name: NS AJO Holdings, Inc. **Business Type:** Marijuana Cultivator

Marijuana Establishment City: Fitchburg **Marijuana Establishment State:** MA

Individual 14

First Name: Robert **Last Name:** Gorovitz **Suffix:**

Marijuana Establishment Name: NS AJO Holdings, Inc. **Business Type:** Marijuana Product Manufacture

Marijuana Establishment City: Fitchburg **Marijuana Establishment State:** MA

Individual 15

First Name: Robert **Last Name:** Gorovitz **Suffix:**

Marijuana Establishment Name: Lynn Organics LLC **Business Type:** Marijuana Retailer

Marijuana Establishment City: Lynn **Marijuana Establishment State:** MA

Individual 16

First Name: Morey **Last Name:** Goldberg **Suffix:**

Marijuana Establishment Name: NS AJO Holdings, Inc. **Business Type:** Marijuana Cultivator

Marijuana Establishment City: Fitchburg **Marijuana Establishment State:** MA

Individual 17

First Name: Morey **Last Name:** Goldberg **Suffix:**

Marijuana Establishment Name: NS AJO Holdings, Inc. **Business Type:** Marijuana Product Manufacture

Marijuana Establishment City: Fitchburg **Marijuana Establishment State:** MA

Individual 18

First Name: Morey **Last Name:** Goldberg **Suffix:**

Marijuana Establishment Name: Lynn Organics LLC **Business Type:** Marijuana Retailer

Marijuana Establishment City: Lynn **Marijuana Establishment State:** MA

Individual 19

First Name: James **Last Name:** Aresty **Suffix:**

Marijuana Establishment Name: NS AJO Holdings, Inc. **Business Type:** Marijuana Cultivator

Marijuana Establishment City: Fitchburg **Marijuana Establishment State:** MA

Individual 20

First Name: James **Last Name:** Aresty **Suffix:**

Marijuana Establishment Name: NS AJO Holdings, Inc. **Business Type:** Marijuana Product Manufacture

Marijuana Establishment City: Fitchburg **Marijuana Establishment State:** MA

Individual 21

First Name: James **Last Name:** Aresty **Suffix:**

Marijuana Establishment Name: Lynn Organics LLC **Business Type:** Marijuana Retailer

Marijuana Establishment City: Lynn **Marijuana Establishment State:** MA

Individual 22

First Name: David **Last Name:** Clapper **Suffix:**

Marijuana Establishment Name: NS AJO Holdings, Inc. **Business Type:** Marijuana Retailer

Marijuana Establishment City: Fitchburg **Marijuana Establishment State:** MA

Individual 23

First Name: William **Last Name:** Landman **Suffix:**

Marijuana Establishment Name: NS AJO Holdings, Inc. **Business Type:** Marijuana Retailer

Marijuana Establishment City: Fitchburg **Marijuana Establishment State:** MA

Individual 24

First Name: Alex **Last Name:** Chadwick **Suffix:**

Marijuana Establishment Name: NS AJO Holdings, Inc. **Business Type:** Marijuana Retailer

Marijuana Establishment City: Fitchburg **Marijuana Establishment State:** MA

Individual 25

First Name: Alex **Last Name:** Hardy **Suffix:**

Marijuana Establishment Name: NS AJO Holdings, Inc. **Business Type:** Marijuana Retailer

Marijuana Establishment City: Fitchburg **Marijuana Establishment State:** MA

Individual 26

First Name: Robert **Last Name:** Gorovitz **Suffix:**

Marijuana Establishment Name: NS AJO Holdings, Inc. **Business Type:** Marijuana Retailer

Marijuana Establishment City: Fitchburg **Marijuana Establishment State:** MA

Individual 27

First Name: Morey **Last Name:** Goldberg **Suffix:**

Marijuana Establishment Name: NS AJO Holdings, Inc. **Business Type:** Marijuana Retailer

Marijuana Establishment City: Fitchburg **Marijuana Establishment State:** MA

Individual 28

First Name: James **Last Name:** Aresty **Suffix:**

Marijuana Establishment Name: NS AJO Holdings, Inc. **Business Type:** Marijuana Retailer

Marijuana Establishment City: Fitchburg **Marijuana Establishment State:** MA

Individual 29

First Name: David **Last Name:** Clapper **Suffix:**

Marijuana Establishment Name: NS AJO Holdings, Inc **Business Type:** Other

Marijuana Establishment City: Dochester **Marijuana Establishment State:** MA

Individual 30

First Name: David **Last Name:** Clapper **Suffix:**

Marijuana Establishment Name: NS AJO Holdings, Inc **Business Type:** Other

Marijuana Establishment City: Watertown **Marijuana Establishment State:** MA

Individual 31

First Name: William **Last Name:** Landman **Suffix:**

Marijuana Establishment Name: NS AJO Holdings, Inc. **Business Type:** Other

Marijuana Establishment City: Dorchester **Marijuana Establishment State:** MA

Individual 32

First Name: William **Last Name:** Landman **Suffix:**

Marijuana Establishment Name: NS AJO Holdings, Inc. **Business Type:** Other

Marijuana Establishment City: Watertown **Marijuana Establishment State:** MA

Individual 33

First Name: Alex **Last Name:** Chandwick **Suffix:**

Marijuana Establishment Name: NS Ajo Holdings, Inc **Business Type:** Other

Marijuana Establishment City: Dorchester **Marijuana Establishment State:** MA

Individual 34

First Name: Alex **Last Name:** Chadwick **Suffix:**

Marijuana Establishment Name: NS AJO Holdings, Inc **Business Type:** Other

Marijuana Establishment City: Watertown **Marijuana Establishment State:** MA

Individual 35

First Name: Alex **Last Name:** Hardy **Suffix:**

Marijuana Establishment Name: NS AJO Holdings, Inc **Business Type:** Other

Marijuana Establishment City: Dorchester **Marijuana Establishment State:** MA

Individual 36

First Name: Robert **Last Name:** Gorovitz **Suffix:**

Marijuana Establishment Name: NS AJO Holdings, Inc. **Business Type:** Other

Marijuana Establishment City: Dorchester **Marijuana Establishment State:** MA

Individual 37

First Name: Robert **Last Name:** Gorovitz **Suffix:**

Marijuana Establishment Name: NS AJO Holdings, Inc. **Business Type:** Other

Marijuana Establishment City: Watertown **Marijuana Establishment State:** MA

Individual 38

First Name: Morey **Last Name:** Goldberg **Suffix:**

Marijuana Establishment Name: NS AJO Holdings **Business Type:** Other

Marijuana Establishment City: Dorchester **Marijuana Establishment State:** MA

Individual 39

First Name: Morey **Last Name:** Goldberg **Suffix:**

Marijuana Establishment Name: NS AJO Holdings, Inc **Business Type:** Other

Marijuana Establishment City: Watertown **Marijuana Establishment State:** MA

Individual 40

First Name: James **Last Name:** Aresty **Suffix:**

Marijuana Establishment Name: NS AJO Holdings, Inc. **Business Type:** Other

Marijuana Establishment City: Dorchester **Marijuana Establishment State:** MA

Individual 41

First Name: James **Last Name:** Aresty **Suffix:**

Marijuana Establishment Name: NS AJO Holdings, Inc **Business Type:** Other

Marijuana Establishment City: Watertown **Marijuana Establishment State:** MA

Individual 42

First Name: Alex **Last Name:** Hardy **Suffix:**

Marijuana Establishment Name: NS AJO Holdings, Inc **Business Type:** Other

Marijuana Establishment City: Watertown **Marijuana Establishment State:** MA

Individual 43

First Name: Marjorie **Last Name:** Honickman **Suffix:**

Marijuana Establishment Name: NS AJO Holdings, Inc **Business Type:** Marijuana Retailer

Marijuana Establishment City: Fitchburg **Marijuana Establishment State:** MA

Individual 44

First Name: Marjorie **Last Name:** Honickman **Suffix:**

Marijuana Establishment Name: NS Ajo Holdings **Business Type:** Marijuana Cultivator

Marijuana Establishment City: Fitchburg **Marijuana Establishment State:** MA

Individual 45

First Name: Marjorie **Last Name:** Honickman **Suffix:**

Marijuana Establishment Name: NS AJO Holdings, Inc. **Business Type:** Marijuana Product Manufacture

Marijuana Establishment City: Fitchburg **Marijuana Establishment State:** MA

Individual 46

First Name: Marjorie **Last Name:** Honickman **Suffix:**

Marijuana Establishment Name: Lynn Organics, LLC **Business Type:** Marijuana Retailer

Marijuana Establishment City: Lynn **Marijuana Establishment State:** MA

Individual 47

First Name: Marjorie **Last Name:** Honickman **Suffix:**

Marijuana Establishment Name: NS AJO Holdings **Business Type:** Other

Marijuana Establishment City: Dorchester **Marijuana Establishment State:** MA

Individual 48

First Name: Marjorie **Last Name:** Honickman **Suffix:**

Marijuana Establishment Name: NS AJO Holdings, Inc. **Business Type:** Other

Marijuana Establishment City: Watertown **Marijuana Establishment State:** MA

Individual 49

First Name: Shirley **Last Name:** Hanh **Suffix:**

Marijuana Establishment Name: NS AJO Holdings **Business Type:** Marijuana Retailer

Marijuana Establishment City: Fitchburg **Marijuana Establishment State:** MA

Individual 50

First Name: Shirley **Last Name:** Hahn **Suffix:**

Marijuana Establishment Name: Fitchburg **Business Type:** Marijuana Cultivator

Marijuana Establishment City: Fitchburg **Marijuana Establishment State:** MA

Individual 51

First Name: Shirley **Last Name:** Hahn **Suffix:**

Marijuana Establishment Name: NS AJO Holdings **Business Type:** Marijuana Product Manufacture

Marijuana Establishment City: Fitchburg **Marijuana Establishment State:** MA

Individual 52

First Name: Shirley **Last Name:** Hahn **Suffix:**

Marijuana Establishment Name: Lynn Organics, LLC **Business Type:** Marijuana Retailer

Marijuana Establishment City: Lynn **Marijuana Establishment State:** MA

Individual 53

First Name: Shirley **Last Name:** Hahn **Suffix:**

Marijuana Establishment Name: NS AJO HOldings **Business Type:** Other

Marijuana Establishment City: Dorchester **Marijuana Establishment State:** MA

Individual 54

First Name: Shirley **Last Name:** Hahn **Suffix:**

Marijuana Establishment Name: NS AJO Holdings, Inc. **Business Type:** Other

Marijuana Establishment City: Watertown **Marijuana Establishment State:** MA

Individual 55

First Name: Patrick **Last Name:** LaRose **Suffix:**

Marijuana Establishment Name: NS AJO Holdings, Inc **Business Type:** Marijuana Retailer

Marijuana Establishment City: Fitchburg **Marijuana Establishment State:** MA

Individual 56

First Name: Patrick **Last Name:** LaRose **Suffix:**

Marijuana Establishment Name: NS AJO Holdings, Inc **Business Type:** Marijuana Cultivator

Marijuana Establishment City: Fitchburg **Marijuana Establishment State:** MA

Individual 57

First Name: Patrick **Last Name:** LaRose **Suffix:**

Marijuana Establishment Name: NS AJO Holdings, Inc **Business Type:** Marijuana Product Manufacture

Marijuana Establishment City: Fitchburg **Marijuana Establishment State:** MA

Individual 58

First Name: Patrick **Last Name:** LaRose **Suffix:**

Marijuana Establishment Name: Lynn Organics, LLC **Business Type:** Marijuana Retailer

Marijuana Establishment City: Lynn **Marijuana Establishment State:** MA

Individual 59

First Name: Patrick **Last Name:** LaRose **Suffix:**

Marijuana Establishment Name: NS AJO Holdings, Inc. **Business Type:** Other

Marijuana Establishment City: Dorchester **Marijuana Establishment State:** MA

Individual 60

First Name: Patrick **Last Name:** LaRose **Suffix:**

Marijuana Establishment Name: NS AJO Holdings, Inc **Business Type:** Other

Marijuana Establishment City: Watertown **Marijuana Establishment State:** MA

Individual 61

First Name: Juan **Last Name:** Briz **Suffix:**

Marijuana Establishment Name: NS AJO Holdings, Inc **Business Type:** Marijuana Retailer

Marijuana Establishment City: Fitchburg **Marijuana Establishment State:** MA

Individual 62

First Name: Juan **Last Name:** Briz **Suffix:**

Marijuana Establishment Name: NS AJO Holdings, Inc **Business Type:** Marijuana Cultivator

Marijuana Establishment City: Fitchburg **Marijuana Establishment State:** MA

Individual 63

First Name: Juan **Last Name:** Briz **Suffix:**

Marijuana Establishment Name: NS AJO Holdings, Inc **Business Type:** Marijuana Product Manufacture

Marijuana Establishment City: Fitchburg **Marijuana Establishment State:** MA

Individual 64

First Name: David **Last Name:** Briz **Suffix:**

Marijuana Establishment Name: Lynn Organics, LLC **Business Type:** Marijuana Retailer

Marijuana Establishment City: Lynn **Marijuana Establishment State:** MA

Individual 65

First Name: Juan **Last Name:** Briz **Suffix:**

Marijuana Establishment Name: NS AJO Holdings, Inc **Business Type:** Other

Marijuana Establishment City: Dorchester **Marijuana Establishment State:** MA

Individual 66

First Name: Juan **Last Name:** Briz **Suffix:**

Marijuana Establishment Name: NS AJO Holdings, Inc. **Business Type:** Other

Marijuana Establishment City: Watertown **Marijuana Establishment State:** MA

MARIJUANA ESTABLISHMENT PROPERTY DETAILS

Establishment Address 1: 23 Elm Street

Establishment Address 2: Building 2

Establishment City: Watertown **Establishment Zip Code:** 02472

Approximate square footage of the establishment: 2988 **How many abutters does this property have?:** 4

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
Plan to Remain Compliant with Local Zoning	Plan to Remain Compliant with Local Zoning.pdf	pdf	5e0266642f1a065311396c4d	12/24/2019
Certification of Host Community Agreement	NS AJO - Watertown HCA Cert. Form.pdf	pdf	5e026667fab70557127efb1b	12/24/2019
Community Outreach Meeting Documentation	NS AJO - Watertown Community Outreach Materials.pdf	pdf	5e04ef7ef76dd253236e2398	12/26/2019

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.: $48979.96

PLAN FOR POSITIVE IMPACT

Plan to Positively Impact Areas of Disproportionate Impact:

Document Category	Document Name	Type	ID	Upload Date
Plan for Positive Impact	NS AJO - Plan for Positive Impact 2019.12.14.pdf	pdf	5df7c4c0f76dd253236e0c37	12/16/2019

ADDITIONAL INFORMATION NOTIFICATION

Notification: I understand

INDIVIDUAL BACKGROUND INFORMATION

Individual Background Information 1

Role: **Other Role:**

First Name: David **Last Name:** Clapper **Suffix:**

RMD Association: RMD Owner

Background Question: no

Individual Background Information 2

Role: **Other Role:**

First Name: William **Last Name:** Landman **Suffix:**

RMD Association: RMD Owner

Background Question: no

Individual Background Information 3

Role: **Other Role:**

First Name: Alex **Last Name:** Chadwick **Suffix:**

RMD Association: RMD Staff

Background Question: no

Individual Background Information 4

Role: **Other Role:**

First Name: Alex **Last Name:** Hardy **Suffix:**

RMD Association: RMD Staff

Background Question: no

Individual Background Information 5

Role: **Other Role:**

First Name: James **Last Name:** Aresty **Suffix:**

RMD Association: Not associated with an RMD

Background Question: no

Individual Background Information 6

Role: **Other Role:**

First Name: Robert **Last Name:** Gorovitz **Suffix:**

RMD Association: Not associated with an RMD

Background Question: no

Individual Background Information 7

Role: **Other Role:**

First Name: Morey **Last Name:** Goldberg **Suffix:**

RMD Association: Not associated with an RMD

Background Question: no

ENTITY BACKGROUND CHECK INFORMATION

Entity Background Check Information 1

Role: Parent Company **Other Role:**

Entity Legal Name: Natural Selections MA, Inc. **Entity DBA:**

Entity Description: Sole Owner of NS AJO Holdings Inc.

Phone: 617-610-0761 **Email:** aidan423@gmail.com

Primary Business Address 1: 80.5 Kinnaird Street **Primary Business Address 2:**

Primary Business City: Cambridge **Primary Business State:** MA **Principal Business Zip Code:** 02139

Additional Information:

Entity Background Check Information 2

Role: Other (specify) **Other Role:** Owner

Entity Legal Name: MLH Holdings LLC **Entity DBA:**

Entity Description: MLH Holdings LLC is an entity invested in MLH MSO Holdco Inc

Phone: 212-370-0050 **Email:** wlandman@mainlineco.com

Primary Business Address 1: 308 E. Lancaster Avenue **Primary Business Address 2:** Suite 300

Primary Business City: Wynnewood **Primary Business State:** PA **Principal Business Zip Code:** 19096

Additional Information:

Entity Background Check Information 3

Role: Other (specify) **Other Role:** Owner

Entity Legal Name: Linaria Investments LLC **Entity DBA:**

Entity Description: Linaria Investments LLC is an entity invested in MLH Holdings, LLC.

Phone: 215-609-3497 **Email:** rgorovitz@belgravialp.com

Primary Business Address 1: 1201 Orange Street **Primary Business Address 2:** Suite 731

Primary Business City: Wilmington **Primary Business State:** DE **Principal Business Zip Code:** 19801

Additional Information:

Entity Background Check Information 4

Role: Other (specify) **Other Role:** Owner

Entity Legal Name: Lobelia Holdings LLC **Entity DBA:**

Entity Description: Lobelia Holdings LLC is an entity invested in Linaria Investments LLC.

Phone: 215-609-3497 **Email:** rgorovitz@belgravialp.com

Primary Business Address 1: 1201 Orange Street **Primary Business Address 2:** Suite 731

Primary Business City: Wilmington **Primary Business State:** DE **Principal Business Zip Code:** 19801

Additional Information:

Entity Background Check Information 5

Role: Other (specify) **Other Role:** Owner

Entity Legal Name: The Lavatera Trust **Entity DBA:**

Entity Description: The Lavatera Trust is a trust invested in Lobelia Holdings LLC.

Phone: 215-609-3497 **Email:** rgorovitz@belgravialp.com

Primary Business Address 1: 1201 Orange Street **Primary Business Address 2:** Suite 731

Primary Business City: Wilmington **Primary Business State:** DE **Principal Business Zip Code:** 19801

Additional Information:

Entity Background Check Information 6

Role: Other (specify) **Other Role:** Owner

Entity Legal Name: MLIP MLH Investments, LLC **Entity DBA:**

Entity Description: MLIP MLH Investments, LLC is an entity invested in MLH Holdings, LLC.

Phone: 610-896-3000 **Email:** dclapper@mainlineco.com

Primary Business Address 1: 308 E. Lancaster Avenue **Primary Business Address 2:** Suite 300

Primary Business City: Wynnewood **Primary Business State:** PA **Principal Business Zip Code:** 19096

Additional Information:

Entity Background Check Information 7

Role: Other (specify) **Other Role:** Owner

Entity Legal Name: The James Aresty 2008 Irrevocable Trust **Entity DBA:**

Entity Description: The James Aresty 2008 Irrevocable Trust is an entity invested in MLIP MLH Investments, LLC.

Phone: 727-234-0127 **Email:** mgoldberg@roseglenadvisors.com

Primary Business Address 1: 400 Beach Drive **Primary Business Address 2:** NE Unit 2605

Primary Business City: St. Petersburg **Primary Business State:** FL **Principal Business Zip Code:** 33701

Additional Information:

Entity Background Check Information 8

Role: Other (specify) **Other Role:** Owner

Entity Legal Name: L2015H, LLC **Entity DBA:**

Entity Description: L2015H, LLC is an entity invested in MLH Holdings, LLC.

Phone: 856-661-4602 **Email:** cookj@hongrp.com

Primary Business Address 1: 8275 U.S. Route 130 **Primary Business Address 2:** Attn: Jeffrey W. Cook, c/o Pepsi-Cola & National Brand Beverages, Ltd.

Primary Business City: Pennsauken **Primary Business State:** NJ **Principal Business Zip Code:** 08110

Additional Information:

Entity Background Check Information 9

Role: Other (specify) **Other Role:** Owner

Entity Legal Name: MLH MSO Holdco, Inc. **Entity DBA:**

Entity Description: MLH MSO Holdoc, Inc. is a Delaware corporation engaged in the business of holding interests in cannabis entities in the United States.

Phone: 610-896-3004 **Email:** dclapper@mainlineco.com

Primary Business Address 1: 308 E. Lancaster Avenue **Primary Business Address 2:** Suite 300

Primary Business City: Wynnewood **Primary Business State:** PA **Principal Business Zip Code:** 19096

Additional Information:

MASSACHUSETTS BUSINESS REGISTRATION

Required Business Documentation:

Document Category	Document Name	Type	ID	Upload Date
Bylaws	NS AJO Holdings, Inc. - Bylaws.pdf	pdf	5dba228db207f82b12a95682	10/30/2019
Articles of Organization	NS AJO Holdings, LLC - Articles of Entity Conversion of a Domestic Other Entity to a Domestic Business Corporation - FILED 2018-09-12.pdf	pdf	5dba22ab572d3130006a563c	10/30/2019
Department of Revenue - Certificate of Good standing	NS AJO MA Certificate of Good Standing (DOR).pdf	pdf	5e0256575e2d54535a9c21cb	12/24/2019
Secretary of Commonwealth - Certificate of Good Standing	NS AJO - Certificate of Good Standing (SOS).pdf	pdf	5e02565b38abaf57497aac70	12/24/2019

Certificates of Good Standing:

Document Category	Document Name	Type	ID	Upload Date
Department of Unemployment Assistance - Certificate of Good standing	NS AJO DUA cert of good standing 062121.pdf	pdf	60d210651159b60338d498b1	06/22/2021
Secretary of Commonwealth - Certificate of Good Standing	NS AJO Sec of State cert of good standing 062321.pdf	pdf	60d7453623f3f9033f372a30	06/26/2021
Department of Revenue - Certificate of Good standing	NS AJO Holdings Inc.pdf	pdf	60df5bd11159b60338d4c717	07/02/2021

Massachusetts Business Identification Number: 001345753

Doing-Business-As Name: ETHOS CANNABIS

DBA Registration City:

BUSINESS PLAN

Business Plan Documentation:

Document Category	Document Name	Type	ID	Upload Date
Business Plan	Business Plan.pdf	pdf	5e025aceef24345344e4f07f	12/24/2019
Proposed Timeline	Proposed Timeline.pdf	pdf	60d7437e504b25036f7533e4	06/26/2021
Plan for Liability Insurance	Plan for Obtaining Liability Insurance.pdf	pdf	60d7439723f3f9033f372a2c	06/26/2021

OPERATING POLICIES AND PROCEDURES

Policies and Procedures Documentation:

Document Category	Document Name	Type	ID	Upload Date
Diversity plan	Diversity Plan.pdf	pdf	60d740a6da52e3026d45e6f7	06/26/2021
Qualifications and training	Employee Qualifications and Training.pdf	pdf	60d740b38d6c3f02b7d1831f	06/26/2021
Energy Compliance Plan	Energy Compliance Plan.pdf	pdf	60d740befb983a0274aa9d6c	06/26/2021
Inventory procedures	Inventory Procedures.pdf	pdf	60d740c83678b8028bd40b0b	06/26/2021
Maintaining of financial records	Maintaining of Financial Records.pdf	pdf	60d740d20bb484027d8badd7	06/26/2021
Personnel policies including background checks	Personnel Policies Including Background Checks.pdf	pdf	60d7410884f3fe0296c3e62e	06/26/2021
Prevention of diversion	Prevention of Diversion.pdf	pdf	60d7411bddf0e402a870b18e	06/26/2021
Quality control and testing	Quality Control and Testing for Contaminants.pdf	pdf	60d74127308c7a02a1ffb6f0	06/26/2021
Record Keeping procedures	Record Keeping Procedures.pdf	pdf	60d74131da52e3026d45e6fb	06/26/2021
Restricting Access to age 21 and older	Restricting Access to Age 21 and Older.pdf	pdf	60d7413a8d6c3f02b7d18323	06/26/2021
Security plan	Security Plan.pdf	pdf	60d7415efb983a0274aa9d70	06/26/2021
Dispensing procedures	Retail Dispensing Procedures.pdf	pdf	60d7416d3678b8028bd40b0f	06/26/2021
Storage of marijuana	Storage of Marijuana.pdf	pdf	60d741800bb484027d8baddb	06/26/2021
Transportation of marijuana	Transportation of Marijuana.pdf	pdf	60d7418fddf0e402a870b192	06/26/2021
Plan for obtaining marijuana or marijuana products	Plan for Obtaining Marijuana or Marijuana Products.pdf	pdf	60d741ecaa87100331f60f21	06/26/2021
Separating recreational from medical operations, if applicable	Separating Recreational from Medical Operations.pdf	pdf	60d741f77a4b3b034a67d4f0	06/26/2021

MARIJUANA RETAILER SPECIFIC REQUIREMENTS

Adequate Patient Supply Documentation:

Document Category	Document Name	Type	ID	Upload Date
	Patient Supply Plan.pdf	pdf	60d73c990bb484027d8badcf	06/26/2021

Reasonable Substitutions of Marijuana Types and Strains Documentation:

Document Category	Document Name	Type	ID	Upload Date
	Product Discontinuance and Substitution Policy.pdf	pdf	60d73ceeddf0e402a870b183	06/26/2021

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: Hire, in a legal and non-discriminatory manner, 25% of its employees from the Target Areas and/or Massachusetts residents who have, or have parents or spouses who have, past drug convictions.

• Consistent with our Plan for Positive Impact, NS AJO Holdings has posted monthly notices for three (3) months during the hiring process in the Fitchburg Sentinel & Enterprise and Boston Herald. The aforementioned notices stated that the Company was specifically looking for Massachusetts residents, who were 21 years or older, and had past drug convictions for employment.
• We have hired a total of 73 employees across our four MA locations and identified that a total of 31.5% reside in Areas of Disproportionate Impact.

Progress or Success Goal 2

Description of Progress or Success: Contribute a minimum of thirty-ve thousand and 00/100 Dollars ($35,000.00) annually to local charities including, but not limited to, the Montachusett Opportunity Council.

• Consistent with our plan for Positive Impact we have donated $35,000.00 to Make Opportunity Count, formally known as Montachusett Opportunity Council.
• Making Opportunity Count is a 501 (c)(3) not-for-profit organization that supports the community throughout their service area in many ways. MOC's mission is to empower families to achieve economic security by eliminating barriers and creating opportunities. They also serve past and present residents of Fitchburg, which is an area designated by the Cannabis Control Commission as an area of disproportionate impact, and Massachusetts residents who have, or have parents or spouses who have, past drug convictions.

Progress or Success Goal 3

Description of Progress or Success: Host semi-annual company volunteer outings with a goal of having a minimum of ten (10) employees per event.

NS AJO Holdings, Inc., like many organizations during the Covid-19 pandemic, made the safety of its employees a priority. State imposed restrictions, including stay at home advisories and social distancing, impacted the number and size of company volunteer outings hosted this year.

• Consistent with our Plan for Positive Impact, we participated in the Dorchester Community Fridge Project on three occasions. Employees from our organization purchased and filled the Community Fridge in Dorchester to assist with the growing concern of food insecurity in the community during the pandemic
• NS AJO Holdings, Inc. also assisted with cleaning the Gateway Community Garden in Fitchburg on May 8, 2021. Ten employees picked up trash, weeded the gardens, constructed new beds, and filled them with soil for planting.

COMPLIANCE WITH DIVERSITY PLAN

Diversity Progress or Success 1

Description of Progress or Success: The following report demonstrates NS AJO Holdings' efforts, progress, and success of its approved

Diversity Plan under 935 CMR501.101(1)(c)8.k. We have implemented the following measurements to assess the Company's progress with seeking parity within its workforce:

- Number of individuals from the target demographic groups who were hired and retained after the issuance of a license.
  - 73 employees across four MA locations (34% do not identify as white and 52% are women; we currently do not capture information on veterans, individuals with disabilities or sexual orientation).
- Number of promotions for people falling into the target demographics since initial licensure and number of promotions offered.
  - 15 promotions all internal (53% went to individuals not identifying as white and 66.6% went to women).
- Number of jobs created since initial licensure.
  - 73 current positions across 4 MA locations.
- Number of job postings in publications with supporting documentation.
  - We published monthly job postings in the Boston Herald and Sentinel and Enterprise.
- Number and subject matter of internal trainings held on diversity, implicit biases and sensitivity and the number of employees in attendance.
  - We recently implemented a required training for all employees on Diversity, Inclusion and Belonging through LinkedIn.

Diversity and Equity Committee:

- Consistent with our Plan for Diversity, we developed a Diversity and Equity Committee to monitor the Company's progress towards seeking parity within its workforce.
- The Committee will hold quarterly meetings, or more if necessary, to review and assess the Company's hires and hiring process and discuss its programs (all meeting minutes enclosed). The first meeting was held on February 24, 2021 and covered the following:
  - 1. Reviewed our Current Diversity Plan
  - 2. Role of Diversity and Equity Committee and requirements with the CCC.
  - 3. How we currently measure.
  - 4. Trainings on Diversity and Inclusion implemented by HR.
  - 5. Discussed programs we may want to consider going forward.
  - 6. Initial discussion of framework for the group going forward.

HOURS OF OPERATION

Monday From: 10:00 AM	**Monday To:** 8:00 PM
Tuesday From: 10:00 AM	**Tuesday To:** 8:00 PM
Wednesday From: 10:00 AM	**Wednesday To:** 8:00 PM
Thursday From: 10:00 AM	**Thursday To:** 8:00 PM
Friday From: 10:00 AM	**Friday To:** 8:00 PM
Saturday From: 10:00 AM	**Saturday To:** 8:00 PM
Sunday From: 10:00 AM	**Sunday To:** 5:00 PM

NS AJO Holdings, Inc.

Plan to Remain Compliant with Local Zoning

The Town of Watertown amended its zoning code at a Town Council Hearing on November 27, 2018, to allow the cultivation, production and dispensing of marijuana for adult-use in the Regional Mixed Use (RMUD) Zoning District. Please see the attached zoning amendment and zoning map for reference.

NS AJO Holdings, Inc. (the "**Company**"), is proposing to develop and operate a Marijuana Establishment, and more specifically a Marijuana Retailer, at 23 Elm Street (the "**Marijuana Establishment**"). This site is located in the Regional Mixed Use (RMUD) Zoning District, and pursuant to Section 8.04, 9.04 and 9.05 of the Town of Watertown Zoning Ordinances, the operation of a Marijuana Establishment is permitted through the granting of a Special Permit by the Watertown Zoning Board of Appeals (the "**Board**").

The Company has discussed the Marijuana Establishment with Town officials, including the building department, planning department, police department and fire department and entered into a host community agreement with the Town. The Company is currently in the process of applying for a Special Permit from the Board and has its first hearing scheduled in January of 2020.

The Company plans to continue to work with officials from the Town to ensure the operations will have a positive impact on the community and will work diligently to obtain all necessary approvals and permitting.

The Company hereby submits that it will continue to comply with all local and state requirements and its President and COO, Aidan O'Donovan will be responsible for ongoing compliance with local and state rules and regulations.

Watertown Town Council
Administration Building
149 Main Street
Watertown, MA 02472
Phone: 617-972-6470

ELECTED OFFICIALS:

Mark S. Sideris,
Council President

Vincent J. Piccirilli, Jr.,
Vice President &
District C Councilor

Caroline Bays
Councilor At Large

Anthony J. Donato,
Councilor At Large

Susan G. Falkoff,
Councilor At Large

Anthony Palomba,
Councilor At Large

Angeline B. Kounelis,
District A Councilor

Lisa J. Feltner,
District B Councilor

Kenneth M. Woodland,
District D Councilor

ORDINANCE # 88 **2018 – O - 88**

AN ORDINANCE AMENDING THE TOWN'S ZONING ORDINANCE TO ESTABLISH REGULATIONS REGARDING THE SITING OF ADULT USE MARIJUANA AND MEDICAL MARIJUANA TREATMENT CENTERS

WHEREAS, Pursuant to Massachusetts General Laws Chapter 40A, Section 5 and Article IX of the Watertown Zoning Ordinance, the Zoning Ordinance may be amended from time to time; and

WHEREAS, on September 11, 2018 the Town Council of the City known as the Town of Watertown conducted a First Reading of a petition of Zoning Ordinance Amendment, and referred the Amendment to the Planning Board for Public Hearing; and

WHEREAS, the Planning Board held a duly advertised Public Hearing on October 10, 2018 in accordance with the requirements of M.G.L. c. 40A, Section 5 to discuss the Amendment language as recommended by Department of Community Development & Planning ("DCDP") staff, and where public comment was received; and

WHEREAS, the Planning Board, with five members present, the Planning Board voted unanimously to recommend approval of the request to replace the Adult Use Marijuana Moratorium, amend the requirements of the Zoning Ordinance to establish requirements for Adult Use Marijuana, and amend the requirements for Medical Use to be consistent, and directed DCDP staff to submit the Planning Board's report and recommendations to the Town Council with respect to the proposed Amendment; and

WHEREAS, on November 27, 2018, the Town Council conducted a duly advertised Public Hearing with respect to the proposed Amendment where the Amendment was discussed and the report and recommendations of the Planning Board were received and considered.

NOW THEREFORE BE IT ORDAINED by the Town Council of the City known as the Town of Watertown that Chapter XII of the Watertown Code of Ordinances, the Zoning Ordinance, is hereby amended, with struck-through language deleted and underlined language inserted, as follows:

Amend ARTICLE V, by deleting in its entirety:

Section 5.19, TEMPORARY MORATORIUM ON RECREATIONAL MARIJUANA ESTABLISHMENTS, and further amend the Table of Contents by deleting Section 5.19, TEMPORARY MORATORIUM ON RECREATIONAL MARIJUANA ESTABLISHMENTS.

ARTICLE VIII

OTHER REGULATIONS

8.00 Regulation of Soil Removal
8.01 Overhanging Shrubs or Evergreens Rights of Way
8.02 Sale of Products on Public Rights of Way
8.03 Yard Sales
8.04 Medical Marijuana Treatment Centers and Adult Use Marijuana Establishments

SECTION 8.04 MEDICAL MARIJUANA TREATMENT CENTERS and ADULT USE MARIJUANA ESTABLISHMENTS

A. No person shall operate or allow the operation of, a *Medical Marijuana Treatment Center* or a Adult Use Marijuana Establishment, without full compliance with all of the applicable provisions and conditions of 105 CMR 725.100 and 935 CMR 500 Massachusetts General Law, respectively, including definitions, siting, signage, and operations; provided, however, that if there is a conflict between the provisions of this section and the provisions of any other applicable state or local law, the most restrictive law shall govern. Nothing herein, exempts such uses from this or other applicable local regulations, ordinances, and/or policies.

B. In addition to the requirements set forth in Subsection 8.04.A. above, no person shall operate or allow the operation of, a *Medical Marijuana Treatment Center* or a Adult Use Marijuana Establishment until such time as a Special Permit has been duly applied for and granted by the Special Permit Granting Authority (SPGA), which Special Permit confirms full conformance ~~of a proposed Medical Marijuana Treatment Center with~~ Massachusetts General Law and all of the applicable locational siting requirements of this ~~title~~ Article. The application for such Special Permit shall be filed pursuant to the requirements and processes set forth in Article IX of this ordinance.

C. Definitions: As used throughout this Ordinance the following words shall be defined as indicated.

Marijuana: shall be as defined under Chapters 94C, 94G and 94I of the Massachusetts General Laws, 105 Code of Massachusetts Regulations 725.004, and 935 Code of Massachusetts Regulations 500.002 and 935 CMR 501.003.

Medical Marijuana: Marijuana that is designated and restricted for use by, and for the benefit of, qualifying patients in the treatment of debilitating medical conditions.

Marijuana Establishment: this term shall include licensed marijuana establishments as defined in M.G.L. c. 94G, sec. 1, and other applicable law, which include a marijuana cultivator, craft marijuana cooperative, marijuana product manufacturer, marijuana retailer (store-front or delivery only), marijuana social consumption establishment (primary or mixed use), marijuana transporter (third party or existing licensee), marijuana micro-business, or any other type of licensed marijuana related

business.. Marijuana testing laboratories shall be defined as found in M.G.L. 94G and the regulations promulgated thereunder.

Medical Marijuana Treatment Center or Registered Marijuana Dispensary: shall mean an entity as defined by Massachusetts law only, registered with and licensed by the Department of Public Health, the Cannabis Control Commission, or any other successor agency that acquires, cultivates, possesses, processes (including development of related products such as edible cannabis, tinctures, aerosols, oils or ointments), transfers, transports, sells, distributes, dispenses, or administers marijuana, products containing marijuana, related supplies, or educational materials to qualifying patients or their personal care-givers.

SECTION 5.01 TABLE OF USE REGULATIONS

As a Principal Use		S-6	S-10	CR	SC	T	R.75	R1.2	NB	LB	CB	I-1	I-2	I-3	PSCD	OSC	RMUD
5. Light Industry, Wholesale, Laboratory																	
k.	Medical Marijuana Treatment Center (16)	N	N	N	N	N	N	N	N	~~N~~ SP	~~N~~ SP	SP	SP	SP	~~N~~ SP	N	SP
l.	Adult Use Marijuana Establishment (16)	N	N	N	N	N	N	N	N	SP	SP	SP	SP	SP	SP	N	SP
m.	Marijuana testing laboratories	N	N	N	N	N	N	N	N	N	N	SP	SP	SP	SP	N	SP

ADD A NEW NOTE TO SECTION 5.03, NOTES TO THE TABLE OF USE REGULATIONS as follows:

SECTION 5.03 NOTES TO TABLE OF USE REGULATIONS

(16) Medical Marijuana Treatment Centers and Adult Use Marijuana Establishments (Section 8.04) are prohibited from siting such Centers and/or Establishments within a radius of five hundred feet (500 ft.) both between other like marijuana establishments/treatment centers and/or around pre-existing public or private schools providing education in kindergarten or any of grades 1 through 12, consistent with State Law. Further, there shall be a 500 foot buffer from public parks, playgrounds, and the Charles River Reservation, all as identified within the Watertown Open Space Plan. The distance shall be measured in a straight line from the nearest point of the property line of the proposed use to the nearest point of the property line of the pre-existing establishment or park.

The maximum number of marijuana retailers, as identified within Section 8.04(C) Defintions-Marijuana Establishments, shall be limited to 20% of the liquor licenses issued pursuant to M.G.L.Chapter 138 Section 15 (commonly known as package stores).

Council Member

I hereby certify that at a Meeting of the Town Council for which a quorum was present, the above Ordinance was adopted by a roll call vote of 8 for, 1 against, 0 present on November 27, 2018.

Marilyn Pronovost, Council Clerk

Mark S. Sideris, Council President

94

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TOWN OF WATERTOWN

Zoning Board of Appeals

Administration Building
149 Main Street
WATERTOWN, MASSACHUSETTS 02472

Melissa M. SantucciRozzi, Chairperson
David Ferris, Clerk
Christopher H. Heep, Member
John G. Gannon, Member
Kelly Donato, Member
Neeraj Chander, Alternate
Jason D. Cohen, Alternate

Telephone (617) 972-6427
Facsimile (617) 926-7778
www.watertown-ma.gov
Louise Civetti, Clerk to the ZBA

ZONING BOARD OF APPEALS
DECISION

On May 24, 2017 with five (5) members of the Zoning Board of Appeals (Board) present, case number ZBA-2017-03, a Special Permit, was considered. This case had been continued from April 26, 2017. The following is the decision of this board.

2017 00106915
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Page: 1 of 8 07/11/2017 09:24 AM

Case Number:	**ZBA-2017-03 SP**
Subject Property:	**23 Elm Street**
Parcel ID:	1236 4 G
Zoning District:	Regional Mixed Use (RMUD) Zoning District
Petitioner(s):	NS AJO Holdings, Inc. d/b/a Natural Selections
Agent:	Michael Ross, Esq., Prince, Lobel Tye LLP
Owner:	Christopher Lucy, Trustee, 23 Elm Street Trust
	16459 - 445
Zoning Relief Sought:	**Special Permit: §8.04(b), Medical Marijuana Treatment Facility**
Special Permit Granting Authority:	Zoning Board of Appeals
Staff Recommendation:	April 4, 2017, Conditional Approval
Planning Board Recommendation:	April 12, 2017, Conditional Approval
Zoning Board of Appeals Decision:	May 24, 2017, Conditional Approval
Recorded with Town Clerk:	June 7, 2017

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TOWN CLERK
JUN 28 2017

I. PUBLIC NOTICE (M.G.L. c. 40A, §11)

A. Procedural Summary

Petition ZBA-2017-03 SP was heard by the Zoning Board of Appeals on April 26, 2017 and again on May 24, 2017. As required by M.G.L. c. 40A, Sec.11 and the Watertown Zoning Ordinance, notice was given as follows:

- Published in the *Boston Globe* on April 7, 2017 and in the *Watertown Tab* on April 14, 2017
- Posted at the Town Administration Building on April 5, 2017
- Mailed to Parties of Interest on April 5, 2017

B. Legal Notice

"NS AJO Holdings, Inc. d/b/a Natural Selections, 67 Dana Street, #1, Cambridge, MA 02138, herein requests the Zoning Board of Appeals grant a Special Permit in accordance with Watertown Zoning Ordinance §9.05 and §8.04(b), Medical Marijuana Treatment Center (MMTC), so as to allow the operation of a MMTC at 23 Elm Street, Building 2, located in the Regional Mixed Use District (RMUD) Zoning District. ZBA-2017-03"

II. DESCRIPTION

A. Site Characteristics

The 46,827 +/- square foot (1.075 acre) site has a mix of commercial/industrial uses since it first appeared on the Assessor's records in 1944, having originally been part of The Akron Rubber Company. The lot on which the subject property is located appears to have been created by a 1946 subdivision of land owned by The Akron Rubber Company. Buildings on the site account for approximately 20,600 square feet, and were constructed sometime in the 1950's. The site now contains three structures: One facing Elm Street with parking in front (Building #1) and two behind. The site has two curb cuts off Elm Street.

B. Surrounding Land Use

The site is located in the Regional Mixed Use District. It fronts on Elm Street and has the 36 Arlington Street/GYM IT to the rear. It is located across Elm Street from the Watertown Mall. The site abuts the new Marriot Hotel to the South and a 1.420-acre site, which contains William's Pond to the North.

C. Nature of the Request

The Petitioner is seeking a Special Permit and approval under Section 8.04(b), *Medical Marijuana Treatment Centers*, to allow the operation of a Medical Marijuana Treatment Center (MMTC, or a Registered Marijuana Dispensary, RMD as these terms are used interchangeably) in Building #2 at 23 Elm Street. The proposal involves interior renovations to approximately 2,988 square feet (originally 2,545 s.f.) of space inside the existing 6,783 square foot building. According to the Petitioner's *Traffic Impact Statement*, the space was last occupied by Pix-Mix Video Studio.

D. Public Comments

On April 26, 2017, Town Councilor Kounelis opposed the petition for medical marijuana; Town Councilor Feltner supported the petition; Resident Dennis Duff opposed the petition and Town Councilor Piccirilli stated the Town Council was ready to sign the letter of non-opposition.

On May 26, 2017, (in order of appearance) Rich Antonellis, Local 103 Electrical Union, represented the union in support of the petition along with 6-7 other members in attendance; Nicole Snow, Executive

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JUN 28 2017

Director, Massachusetts Patient Advocacy, spoke in support; Resident Peter Blighburg spoke in support; Town Councilor Kounelis opposes the use in the "East End" generally and more specifically, at this location; a letter written in opposition by the owners of 36 Arlington Street was read into the record.

E. Relevant Permitting History

According to Zoning Board of Appeals, Assessors, Building and Planning records, the site has the following permitting history, which is combined for 23-29 Elm Street:

- 1944: Owned by The Akron Rubber Company
- 1946: Subdivision of the site
- 1958-1980: Ownership changes
- 1980: Present owner, Lucy Lewis Lee, purchases the site
- 1980 to 2011: Use of the site changes with Building and Sign Permits issued as businesses change
- Businesses at the site based on permit history: Design Service, Radio and Vehicle Audio Service, Jenny Craig Weight Loss Center, National Car Rental, Domino's (20 seats), Pix-Mix Video Studio, Armenian Bakery

None of these prior permits materially affect this request for a Special Permit.

III. Analysis and Findings

A. Plan Consistency: Comprehensive Plan

The adopted Comprehensive Plan envisioned a new Regional Mixed Use District (RMUD) for the area including the subject property, which came to fruition with a Town Council vote in March 2016. The RMUD encompasses a large section of the former Industrial-1 zone and was described on the Land Use Vision Map as a mix of retail, office and research and development uses that will serve a regional market area. This site has, and should retain, a mix of small retail/commercial and industrial uses, as support and infill for the larger, regional market businesses envisioned by the RMUD.

B. Special Permit with Site Plan Review

Projects must meet the four conditions of approval for a Special Permit set forth in §9.05(b) of the Watertown Zoning Ordinance (WZO).

Special Permit Criteria §9.05(b)

1. **The specific site is an appropriate location for such a use, structure, or condition.**
   Met: Zoning for this site is RMUD, crafted from the I-1 District, both of which allow Medical Marijuana Treatment Centers (MMTC) by Special Permit. The Petitioner has also provided a map indicating the facility is located outside of the Town's 500-foot buffer area to a *"facility in which children commonly congregate"*. The project is the re-use of 2,545 square feet of the interior of an existing building. The site has been used for a variety of commercial/retail/industrial uses since the 1950's. Based on this, the Board found proposed MMTC use is appropriate. The site has a street facing building and two other buildings behind. The proposed use is in the secondary building in the rear of the site. The RMUD envisions a vibrant streetscape with transparency at the street level, so the location of this interior to the site is in-keeping with the vision of the Comprehensive Plan and the adopted Design Guidelines, as the use will not allow for a transparent storefront that would be envisioned fronting a public way.

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JUN 23 2017

2. **The use as developed will not adversely affect the neighborhood.**
Conditionally Met: Uses along Elm Street include an auto body shop, window and door outlet, lumber company, warehouses, single-family homes, and the Watertown Mall, which includes Target and Best Buy. It is also adjacent to the new Marriott Hotel and across Arsenal Street from Arsenal Yards.

The proposed MMTC will be required by state law and by Watertown's permitting to comply in perpetuity with 105 Code of Massachusetts Regulations, Section 725.100 (105 CMR 725.100) pertaining to Medical Marijuana Treatment Centers. This includes but is not limited to having and implementing procedures for staff training, prompt removal of general waste and litter (not including unusable/unsaleable product), keeping the facility in good repair, and maintaining utilities (water/sewer service) in good repair.

Finally, as part of the Host Community Agreement between the Town and the Petitioner, the Petitioner proposes to provide a Community Impact Donation.

The Petitioner also notes in the Application that the MMTC will be *"under video surveillance 24 hours a day 7 days a week..."* The surveillance will be available to the Watertown's Police Department at all times (should the police department purchase and install this type of surveillance system). These and other security measures outlined in the application will allow the applicant to effectively deal with potential loitering outside of the facility.

The Board found that it was appropriate that conditions be placed on the proposed MMTC for hours of operation, and that all business is conducted inside the facility. Given that the use is similar to those that have occupied at this site in the past and that the use will provide for video surveillance, a Community Host Agreement, Impact Donation for municipal expenses, the Board found that the proposed MMTC will not adversely affect the neighborhood.

3. **There will be no nuisance or serious hazard to vehicles and pedestrians.**
Met: As noted above, the site has two defined curb cuts on Elm Street. The access/egress and site circulation pattern will not change as a result of the MMTC occupancy. The proposed circulation pattern is adequate.

The Petitioner provided a *Parking Analysis* done by Hayes Engineering, Inc. The Parking Analysis uses Watertown's parking code for *Industrial/Research and Development* and based on the amount of square footage attributed to the proposed MMTC, indicates an onsite parking demand for this use of 4 spaces. The Board found that the proposed use should be treated as a *Retail* use per Section VI of the WZO for the purposes of parking. As such, and in a single-story building, the MMTC has a parking calculation of 1 space/350 square feet. This translates to a parking demand of 7 spaces (2,545/350 = 7.27) for the MMTC. Based on information in the Application, the site has off-street parking for 56 vehicles, which is 20 more than the combined demand of all the businesses on site, adjusted upwards to reflect a higher parking demand for the MMTC if treated as a *Retail* by §6.01(b) of the WZO. The *Parking Analysis* also notes the Petitioner has arranged for the lease of 22 parking spaces to serve the MMTC. The Petitioner added 500 (2,988 s.f. total) square feet to the interior space, creating a zoning requirement of 9 parking spaces, in accordance with the WZO. The Board required the petitioner to submit a detailed parking and circulation plan, working with and approved by staff as it has been determined that more than adequate parking is provided for the use(s) on this site.

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JUN 20 2017

The Petitioner's *Traffic Impact Statement*, also done by Hayes Engineering, Inc. indicates the 20,600 square foot site should be classified as *Specialty Retail* for purposes of trip generation. Based on this, the *Traffic Impact Statement* attributes the same trip generation characteristics to the proposed MMTC as would come from the prior use, Pix-Mix Video. Therefore, the Proponent does not expect either the overall site's or the specific use's trip generation to change relative to prior uses at the site and in the space to be occupied by the MMTC. Hayes Engineering, Inc. provides a comparison of the expected trip generation derived from the selected ITE Land Use Code and an estimated trip generation derived from a theoretical patient load, to demonstrate that they are approximately the same.

The site access/egress is not changing. Based on this and the parking and trip generation data, the proposed MMTC will not be a nuisance or serious hazard to vehicles and pedestrians.

4. **Adequate and appropriate facilities will be provided for the proper operation of the proposed use.** Conditionally Met: The proposal will be required to meet all building, health, and safety requirements. The project should be conditioned to require that all general trash and recycling be managed by a private contractor. As this use represents a reoccupation of an existing building that has operated with a variety of uses for some time without incident, this will continue to be an appropriate location for such a business.

IV. PLANNING BOARD & STAFF RECOMMENDATION:

The Planning Board voted 4-0 in support and DCDP staff recommended that a Special Permit under §9.05 and §8.04(b) for the proposed Medical Marijuana Treatment Center be granted with conditions.

V. ZONING BOARD OF APPEALS

Members found the location to be an appropriate site for the use; required a new set of plans to show the interior layout with security, egress and ADA compliance in accordance with Building Code and exterior plans for lighting, security (also in compliance with Watertown Police Department), trash, bicycle parking, marked and updated parking spaces that are useable ; compliance with Building Code for parking space at egress door; wayfinding to rear of property; deliveries only during daylight operational hours; annual review of operational hours Monday – Saturday 8 am – 8 pm and Sunday 10 am – 6 pm; and turning radius within parking for the 9 spaces (quality and caliper of spaces is important) and an updated parking table.

Member Ferris motioned to approve the request for a Medical Marijuana Treatment Center as it meets the criteria set out in the ordinance and with the conditions as discussed. Member Heep seconded. Members Ferris, Heep, SantucciRozzi, Donato and Alternate Cohen voting as full member, voted affirmatively. Member Gannon and Alternate Member Chander were not voting members of this petition. The motion passed 5-0.

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VI. CONDITIONS

The table below lists the conditions of approval including timeframes for compliance:

#	Condition	Compliance Timeframe	To be Verified by
1.	**Control Documents.** This approval is based upon the following Control Documents, to be updated (specifically, security cameras, lighting, bike rack, ADA compliance) by the following conditions: 1. Special Permit Site Plan, NS AJO Holdings, Inc., 23 Elm Street, Building #2, Watertown Mass., Sheet C1 by Hayes Engineering, Inc. 2. Tenant FitUp Plan/Medical Marijuana Dispensary, Natural Selections, LLC, 23 Elm Street, Watertown, MA, First Floor Plan, Sheet A1, 9/8/16 by HH Design Group Architects 3. First Floor Plan showing alarm system, video surveillance, door interlock, reception area, restrooms, sales floor 4. Parking Analysis, by Hayes Engineering, Inc., dated 3/3/17, by Anthony M. Capachietti 5. Traffic Impact Statement, by Hayes Engineering, Inc., dated 2/24/17, by Anthony M. Capachietti	Perpetual	ZEO/ISD
2.	**Plan Modifications.** Neither the Petitioner nor any present or future owner of any interest in the project shall change or modify either the control plans referenced in this decision, or the project itself, without first filing a formal request with the DCDP Director, Zoning Enforcement Officer, and Building Inspector, for an opinion as to whether or not such change or modification requires further review from the Special Permit Granting Authority. Minor modifications including changes to floor plans may be considered and approved by the DCDP Director that are found to be consistent with the project approval.	BP	ZEO/ISD
3.	**Recordation.** Upon application for a Building Permit, the Petitioner shall provide evidence to the Zoning Enforcement Officer that this entire decision has been filed with the Registry of Deeds, and/or Land Court.	BP	ZEO
4.	**Codes/Regulation Compliance.** The Petitioner shall comply with all other applicable local, state, and federal requirements, ordinances, and statutes. Specifically, ADA compliance at the entrance and shall be updated on the control plans.	CO	ZEO/ISD
5.	**Certificate of Occupancy/Final Inspection.** A copy of the Building Permit with final approval signatures from all relevant inspectors must be submitted to the Zoning Enforcement Officer upon completion of the project.	CO	ZEO
6.	**Permit Expiration.** In accordance with WZO §9.13, a Special Permit granted under §9.04 shall lapse one year from the date of grant thereof if substantial use thereof has not sooner commenced except for good cause, or, in the case of a permit for construction, if the construction has not begun by such date except for good cause, or as allowed by applicable State or Federal law.	Perpetual	ZEO
7.	**Signage.** No signs shall be permitted except those that meet the signage requirements in Article VII of the WZO, and those shall be subject to a separate review and permit process. Wayfinding signage shall be provided and subject to review as part of the sign application for the project.	Prior to CO/ Perpetual	DCDP
8.	**Utilities.** All new utilities servicing the site shall be underground.	BP/ Perpetual	ZEO/DPW
9.	**Refuse.** The Petitioners shall ensure that all general trash and recycling shall be collected by a private waste management company. A specific location for inside refuse/recycling containers shall also be provided.	BP/ Perpetual	ZEO/ DCDP

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JUN 28 2017

#	Condition	Compliance Timeframe	To be Verified by
10.	**Hours of Operation.** Customer hours shall be 8:00 AM to 8:00 PM, Monday thru Saturday and Sunday 10:00 AM to 6:00 PM. Deliveries to this site shall be made during day light hours of operation only. There shall be no deliveries to clients/patients.	Perpetual	ZEO/DCDP
11.	**Conducting Business.** All business and other transactions related to the operation of the Medical Marijuana Facility, including but not limited to provision of an automated teller machine/ATM shall be conducted inside the building.	Perpetual	ZEO/DCDP
12.	**Prevention of Loitering.** The Petitioner shall take steps to address and prevent loitering in and around the facility and site.	Perpetual	ZEO/DCDP
13.	**Host Community Agreement.** The Host Community Agreement between Natural Selections/AJO Holdings shall be completed and executed prior to issuance of the Certificate of Use and Occupancy.	Prior to CO	ZEO/DCDP
14.	**Annual Review.** The facility and operations shall be subject to an annual review by the Zoning Board of Appeals with respect to compliance with this decision, including but not limited to hours of operation, delivery hours and parking.	Perpetual	ZEO/DCDP
15.	**Building Code.** The tenant space shall provide ADA access as required and upgrades to exterior entrance, as appropriate.	Perpetual	ZEO/ISD
16.	**Parking/Bicycle Accommodation.** The required number of parking and bicycle spaces shall be compliant with the WZO dimensions for a parking space.	Prior to CO/ Perpetual	ZEO/DCDP
17.	**Exterior Lighting and Security Cameras.** The exterior lighting shall meet the requirements in Article VII of the WZO. Security Cameras shall be specified on the exterior lighting plan (Control Documents). All exterior lights (except for motion-sensing security lighting) shall be equipped to de-activate not more than one (1) hour post-closing.	Prior to CO/ Perpetual	ZEO/DCDP
18.	**Access/Egress.** Site access shall be from Elm Street only. No access shall be allowed from Arlington Street.	Perpetual	ZEO/DCDP

By the Zoning Board of Appeals:

Melissa M. SantucciRozzi, Chair
David Ferris, Clerk
Christopher H. Heep, Member
John G. Gannon, Member
Kelly Donato, Member
Neeraj Chander, Alternate
Jason D. Cohen, Alternate

Attest, by the Clerk to the Zoning Board of Appeals:

Louise A. Civetti

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TOWN CLERK
JUN 28 2017

****

THE COMMONWEALTH OF MASSACHUSETTS
Certificate of Granting
Massachusetts General Laws Chapter 40A, Section 11

The Zoning Board of Appeals calls to the attention of the Owner or Petitioner of the above referenced decision, that MGL c. 40A, sec. 11 (last paragraph) provides that no Variance, Special Permit, Special Permit Finding or any Extension, Modification or Renewal thereof, shall take effect until a copy of this decision bearing the Certification of the Town Clerk that twenty days have elapsed since the filing of said decision and no appeal has been filed or that if such appeal has been filed that it has been dismissed or denied, is recorded in the Registry of Deeds for the County and District in which the land is located and indexed in the grantor index under the name of the Owner of record or is recorded and noted on the Owner's Certificate of Title.

Twenty days have elapsed since the filing of said decision and no appeal has been filed or that if such appeal has been filed that it has been dismissed or denied:

Attest, by the Town Clerk: _____ Date: JUN 28 2017

Received and entered with the Register of Deeds in the County of Southern Middlesex.

Attest, Register of Deeds: _____ Book_____ Page_____

This Decision to be recorded by the Land Owner.
The Owner or Petitioner shall pay the fee for such recording or registering.

A TRUE COPY ATTEST
TOWN CLERK
JUN 28 2017

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, Brandon Banks, (*insert name*) certify as an authorized representative of NS AJO Holdings, Inc. (*insert name of applicant*) that the applicant has executed a host community agreement with Watertown (*insert name of host community*) pursuant to G.L.c. 94G § 3(d) on 11/18/19 (*insert date*).

Signature of Authorized Representative of Applicant

Host Community

I, Michael J Driscoll, (*insert name*) certify that I am the contracting authority or have been duly authorized by the contracting authority for Town of Watertown (*insert name of host community*) to certify that the applicant and Town of Watertown (*insert name of host community*) has executed a host community agreement pursuant to G.L.c. 94G § 3(d) on November 19, 2019 (*insert date*).

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, Aidan O'Donovan, (*insert name*) attest as an authorized representative of NS AJO Holdings, Inc. (*insert name of applicant*) that the applicant has complied with the requirements of 935 CMR 500 and the guidance for licensed applicants on community outreach, as detailed below.

1. The Community Outreach Meeting was held on August 21, 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 August 9, 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 August 12, 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 August 7, 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

Newspaper Notice

Legal Notices

Legal Notices

NS AJO HOLDINGS INC. D/B/A NATURAL SELECTIONS

LEGAL NOTICE
NOTICE OF COMMUNITY OUTREACH MEETING REGARDING PROPOSAL OF NS AJO HOLDINGS INC. d/b/a NATURAL SELECTIONS FOR AN ADULT USE MARIJUANA RETAIL ESTABLISHMENT AT 23 ELM STREET, BUILDING 2, WATERTOWN, MASSACHUSETTS

NS AJO HOLDINGS INC. d/b/a Natural Selections ("Natural Selections") will be hosting a Community Outreach Meeting on August 21, 2019 at Watertown Town Hall, Third Floor Conference Room, at 149 Main Street, Watertown, Massachusetts at 6:30 p.m. Members of the public are encouraged to attend the Meeting at which Natural Selections will outline its proposal to apply for an Adult Use Marijuana Retail Establishment license at 23 Elm Street, Building 2 (the "Property") pursuant to M.G.L. Chapter 94G and Chapter 55 of the Acts of 2017, and other applicable laws and regulations promulgated thereunder, including those promulgated by the Massachusetts Cannabis Control Commission.

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

1. The type of Marijuana Establishment to be located at the Property;

2. Information adequate to demonstrate that the proposed Marijuana Establishment location will be maintained securely;

3. Steps to be taken by the Marijuana Establishment to prevent diversion to minors;

4. A plan by the Marijuana Establishment to positively impact the community; and

5. Information adequate to demonstrate that the location will not constitute a nuisance to the community by noise, odor, dust, glare, fumes, vibration, heat, or other conditions likely to cause nuisance.

Members of the Watertown community will be encouraged to ask questions and to engage in discussions with representatives of Natural Selections.

A copy of this notice is on file with the offices of the Town Clerk, Planning Board, Town Council and Zoning Board of Appeals all located at Watertown Town Hall, 149 Main Street, Watertown, MA 02472. A copy of this notice was mailed at least seven calendar days prior to the Community Outreach Meeting to abutters of the Property, abutters to abutters within three hundred feet of the Property, and the owners of land directly opposite the Property on any public or private street or way, all as they appear on the most recent applicable tax list, notwithstanding that the land of any such owner is located on another city or town.

AD#13822824
Watertown Tab 8/9/19

Attachment B
Municipal Notice

NOTICE OF COMMUNITY OUTREACH MEETING REGARDING PROPOSAL OF NS AJO HOLDINGS INC. d/b/a NATURAL SELECTIONS FOR AN ADULT USE MARIJUANA RETAIL ESTABLISHMENT AT 23 ELM STREET, BUILDING 2, WATERTOWN, MASSACHUSETTS

NS AJO HOLDINGS INC. d/b/a Natural Selections ("Natural Selections") will be hosting a Community Outreach Meeting on August 21, 2019 at Watertown Town Hall, Third Floor Conference Room, at 149 Main Street, Watertown, Massachusetts at 6:30 p.m. Members of the public are encouraged to attend the Meeting at which Natural Selections will outline its proposal to apply for an Adult Use Marijuana Retail Establishment license at 23 Elm Street, Building 2 (the "Property") pursuant to M.G.L. Chapter 94G and Chapter 55 of the Acts of 2017, and other applicable laws and regulations promulgated thereunder, including those promulgated by the Massachusetts Cannabis Control Commission.

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

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

Members of the Watertown community will be encouraged to ask questions and to engage in discussions with representatives of Natural Selections.

A copy of this notice is on file with the offices of the Town Clerk, Planning Board, Town Council and Zoning Board of Appeals all located at Watertown Town Hall, 149 Main Street, Watertown, MA 02472. A copy of this notice was mailed at least seven calendar days prior to the Community Outreach Meeting to abutters of the Property, abutters to abutters within three hundred feet of the Property, and the owners of land directly opposite the Property on any public or private street or way, all as they appear on the most recent applicable tax list, notwithstanding that the land of any such owner is located on another city or town.

RECEIVED
2019 AUG 12 A 11:1
TOWN OF WATERTOWN
HEALTH DEPARTMENT

RECEIVED
AUG 12 2019
PLANNING BOARD
WATERTOWN, MA

2019 AUG 12 AM 11:10
TOWN CLERK'S OFFICE
WATERTOWN, MASS.

2019 AUG 12 A 9:39
PLDG INSPECTOR
TOWN OF WATERTOWN

and the Zoning Office copy AA

M. Provost
Clerk, Town Council 8-12-19

Attachment C
Abutter Notice

U.S. RETURN RECEIPT REQUESTED

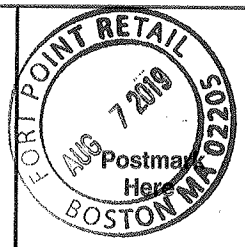
CERTIFIED MAIL® RECEIPT

Domestic Mail Only

USPS® ARTICLE NUMBER

9414 7266 9904 2140 5477 30

Certified Mail Fee	$
Return Receipt (Hardcopy)	$
Return Receipt (Electronic)	$
Certified Mail Restricted Delivery	$
Postage	$
Total Postage and Fees	$



Sent to: [redacted]

Reference Information

Jill Schafer

NS AJO - Notice of Community Meeting

PS Form 3800, Facsimile, July 2015

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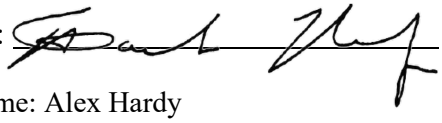
Marijuana Establishment Municipal Response Attestation

In accordance with Section 935 CMR 500.103(4)(f) of the Massachusetts Code of Regulations, and in support of the renewal application of NS AJO Holdings, Inc. (the "**Applicant**") the undersigned Alex Hardy, hereby confirms and certifies to the Cannabis Control Commission (the "**CCC**") that:

1. On May 12, 2021 counsel for the Applicant submitted a written request to the Applicant's Host Community requesting records of any costs to the municipality reasonably related to the operation of the Applicant's Marijuana Establishment;
2. The Applicant has provided a copy of the request in connection with its renewal application; and
3. As of the date of this attestation, **no response** has been received from the Host Community.

Under penalties of perjury, I declare that I have examined this certification and to the best of my knowledge and belief it is true, correct and complete, and I further declare that I have authority to sign this document.

Dated as of May 19, 2021

By: 

Name: Alex Hardy

From: Glissman, Daniel
To: mreich@k-plaw.com
Cc: townmgr@watertown-ma.gov
Subject: [EXTERNAL] NS AJO - CCC License Renewal
Date: Wednesday, May 12, 2021 10:04:33 AM

Mark,

As you know, this office represents NS AJO Holdings, Inc. (the "Company") in connection with the licensing and permitting of its marijuana establishment located at 23 Elm Street, Watertown, MA (the "Establishment"). The Company's license from the Cannabis Control Commission ("CCC") for the Establishment is currently up for renewal, and as part of its renewal process, the Company must request the records of any costs incurred by its host municipality, reasonably related to the operation of the marijuana establishment.

Accordingly, pursuant 935 CMR 501.103(4)(f) and 935 CMR 500.103(4)(f) the CCC's renewal application requirements, we are respectfully requesting the records of any costs incurred by Watertown reasonably related to the operation of the Establishment. In accordance with M.G.L. c. 94G, § 3(d), any cost to a city or town imposed by the operation of a Marijuana Establishment or MTC shall be documented and considered a public record as defined by M.G.L. c. 4, § 7, cl. 26.

Please do not hesitate to contact me directly if you have any comments or questions.

Thanks,
Dan

Daniel Glissman

Prince Lobel Tye LLP
One International Place, Suite 3700
Boston, Massachusetts 02110

617 456 8181 Direct
dglissman@princelobel.com

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CAUTION: This email originated from outside of ETHOS Cannabis. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Plan for Positive Impact

NS AJO Holdings, Inc. (the "**Company**") is proposing to site Marijuana Establishments and Medical Marijuana Treatment Centers in Fitchburg, Dorchester and Watertown Massachusetts.

Fitchburg and parts of Boston (Suffolk County Census Tract Numbers: 803; 10103; 10104; 10300; 10404; 10405; 60700; 61000; 61101; 70200; 71201; 80300; 61101; 80401; 80500; 80601; 80801; 81500; 81700; 81800; 81900; 82000; 82100; 90100; 90200; 90300; 90400; 90600; 91200; 91400; 91700; 91800; 91900; 92000; 92300; 92400; 100100; 100200; 100601; 101001; 101101; 101102; 110201; 120500; 980101; 980300; 981100; 981700A; and 981800) (collectively the "**Target Areas**") are areas that have been identified by the Commission as areas of disproportionate impact. Accordingly, the Company intends to focus its efforts in the Target Areas and on Massachusetts Residents who have, or have parents or spouses who have, past drug convictions.

In its first year of operations, the Company will implement the following goals, programs and measurements pursuant to this Plan for Positive Impact.

Goals:

The Company's goals for this Positive Impact Plan are as follows:

1. Hire, in a legal and non-discriminatory manner, ***25% of its employees*** from the Target Areas and/or Massachusetts residents who have, or have parents or spouses who have, past drug convictions;

2. Contribute a minimum of ***thirty-five thousand*** **and 00/100 Dollars ($*35*,000.00)** ***annually*** to local charities including, but not limited to, the Montachusett Opportunity Council; and

3. Host semi-annual company volunteer outings with a goal of having a minimum of ***ten (10) employees per event***.

Programs:

In an effort to reach the abovementioned goals the Company shall implement the following practices and programs:

1. In an effort to ensure it has the opportunity to interview, and hire, individuals from the Target Areas and/or Massachusetts residents who have, or have parents or spouses who have, past drug convictions, the Company will post a notice at the municipal offices in Fitchburg and Boston and at Fitchburg Community Connections for ***three (3) months*** during the hiring process. The Company will also post ***monthly notices*** for ***three (3) months*** during the hiring process in newspapers of general circulation in Fitchburg and Boston such as the ***Fitchburg Sentinel & Enterprise and Boston Herald***. The aforementioned notices will state that the Company is specifically looking for Massachusetts residents, who are 21 years or older, and have past drug convictions for employment.

Such residency, or prior drug conviction status, will be a positive factor in hiring decisions, but this does not prevent the Company from hiring the most qualified candidates and complying with all employment laws and other legal requirements.

2. In an effort to ensure that it will meet its charitable giving and volunteering goals, the Company will contribute a minimum of ***thirty-five thousand and 00/100 Dollars ($35,000.00)*** annually to local charities including, but not limited to the Montachusett Opportunity Council and encourage its employees to volunteer for the same charities by providing work related incentives such as ***semi-annual paid volunteer days for at least ten (10) employees per event***.

   The Montachusett Opportunity Council is an organization that supports and empowers families to achieve economic security by eliminating barriers and creating opportunities. Their projects include stable housing location support, financial literacy skill trainings, child care, family resources, and summer youth internship programs. Please see the attached letter from the Montachusett Opportunity Council confirming that they will work with the Company.

Annual Review

The Company will annually review the following criteria in an effort to measure the success of its Plan to Positively Affect Areas of Disproportionate Impact:

1. Identify number of employees hired through its job development initiatives; and

2. Identify the Company's total number of hours of volunteer time provided to local charities and community groups; and

3. Identify the Company's overall financial support provided to local charities and community groups.

The Company affirmatively states that it: (1) it has reached out to the abovementioned charitable organizations to confirm that they will accept donations and volunteers (as applicable) from the Company; (2) acknowledges and is aware, and will adhere to, the requirements set forth in 935 CMR 500.105(4) which provides the permitted and prohibited advertising, branding, marketing, and sponsorship practices of every Marijuana Establishment; (3) any actions taken, or programs instituted, will not violate the Commission's regulations with respect to limitations on ownership or control or other applicable state laws and (4) the Company will be required to document progress or success of this plan, in its entirety, annually upon renewal of this license.

Gmail

Brandon Banks <brandon@naturalselectionsma.com>

Information

Kevin Reed <kreed@mocinc.org> Mon, May 13, 7:44 AM
To: Brandon Banks <brandon@naturalselectionsma.com>
Cc: <Ramon@naturalselectionsma.com>

Brandon and Ramon,

Please find the attached overview of MOC - hopefully some of this information can be helpful in your credentialing process - feel free to use whatever appropriate language you need when discussing our partnership to better position your work.

We look forward to having you here in Fitchburg and helping us continue the growth of economic opportunities for our community.

Best,

Kevin Reed
Executive Director
Montachusett Opportunity Council, Inc.
601 River Street
Fitchburg, MA 01420
978-345-7040
Kreed@mocinc.org

MOC Overview & Client Profile.pdf

Montachusett Opportunity Council, Inc.
Overview of Clients & Programs

The **Montachusett Opportunity Council, Inc. (MOC)** was established in 1966 for the primary purpose of promoting the well-being of low-income people in the cities and towns of North Central Massachusetts. The MOC service area encompasses 30 cities and towns, 15 of which are community action agency designated cities or towns (Ashburnham, Athol, Berlin, Bolton, Clinton, Fitchburg, Gardner, Lancaster, Leominster, Phillipston, Royalston, Sterling, Templeton, Westminster, and Winchendon). MOC's mission is to empower families to achieve economic security by eliminating barriers and creating opportunities. MOC works to fulfill this purpose by providing direct services, collaborating with other public and private entities and by applying comprehensive strategies that help to address the complex issues of poverty.

Client Profile:
Total Number Individuals Served FY2018: 16,016
Total Number Families Served FY2018: 9,198
Number/Percent Families Living At or Below 100% Poverty in FY2018: 38.3%
Number/Percent Families Living At or Below 200% Poverty in FY2018: 96.3%
Residents of: Fitchburg 34.3%, Leominster 18.3%, Gardner 13.6%, Winchendon 5.0%, Clinton: 4.6%, Athol: 3.3%, All Other: 20.9%
Gender: 39.3% Male // 60.7% Female
Age: 0-5 years: 40.9%, 6-13 years: 8.5%, 14-17 years: 2.3%, 18-24 years: 6.6%, 25-44 years: 20.0%, 45-54 years: 2.9%, 55-59 years: 1.9%, 60-64 years: 2.2%, 65-74 years: 5.4%, 75+ years: 9.3%
Race: American Indian or Alaska Native 0.2%, Asian 2.0%, Black or African American 8.2%, Native Hawaiian and Other Pacific Islander 0.2%, White 81.0%, Other 5.0%, Multi-race (two or more of the above) 3.4%.
Ethnicity: Hispanic = 37.8%, Not Hispanic = 62.2%

Child Care
MOC's Child Care Services allows parents to seek or continue employment without compromising the health, safety, and development of their children. MOC Child Care offers four programs. Fees are determined by an income-based sliding fee scale. Preschool Centers: Full day programs available for children 2.9 to 5 years of age. Subsidized slots are available for parents who are working, continuing education or seeking employment and who meet income guidelines. School Age Program: Geared towards children who need after school care or care on days when school is not in session. Provides activities that challenge children's skills and abilities while promoting self-confidence, growth, and development. Infant/Toddler Program: Center-based child care for children between twelve months and 33 months old. Family Child Care: Safe, nurturing, home-based environments for children between six weeks and 12 years old. Subsidized tuition is available for those who meet income guidelines. MOC's Child Care Services are provided at Centers and in Child Care Homes located throughout North Central Massachusetts.

Head Start
MOC's Head Start program is a comprehensive center-based and family childcare preschool program. It provides activities to assist children's cognitive, social, emotional, and physical development. In addition, parents are offered a variety of training opportunities and self-enrichment programs to promote the development of leadership skills and a sense of belonging. Classrooms are located throughout the Montachusett region. Head Start services are available to children ages three to five from income eligible families. MOC's Head Start services are provided at Centers and in homes located throughout North Central Massachusetts.

Adolescent Sexuality Education (ASE)
MOC's Teen Pregnancy Prevention program utilizes evidence-based curricula for at-risk youth and provides sex education through local schools and/or youth gathering sites to prevent and reduce the

incidence of teen pregnancy. The program also hosts community awareness events to increase exposure to the program and educate youth in social atmospheres as well.

Women, Infants and Children (WIC)
MOC's Women, Infants and Children program provides nutrition information, debit cards for healthy food, and referrals for pre-natal and postpartum women, infants, and children under 5 years old. MOC provides WIC services throughout North Central Massachusetts. MOC also opened a Baby Café that provides breastfeeding support and education from peers in a non-judgmental, informal environment.

Elder Nutrition Program
MOC's Elder Nutrition program provides nutritionally balanced meals to elders through congregate sites and a home delivered meal program. Congregate sites are strategically located throughout North Central Massachusetts and offer a place for elders to socialize over lunch and obtain information on other available services. The regular hot noontime meals, including desserts, meet one-third of the daily recommended dietary allowances. Frozen meals may also be ordered to take home for evenings or weekends. Advance reservation at the specific meal site is required. A voluntary confidential contribution per meal is suggested. Through home-delivery program, hot noontime meals are delivered to an individual's home. Frozen meals are also available for weekday delivery to be used for evenings or weekends. Each meal meets one-third of the daily recommended dietary allowance for adults and is appropriate for a "no added salt" diet. Special diet meals are available to accommodate fat, sugar, protein, and texture modifications prescribed by a physician.

Weatherization
MOC's Weatherization program provides full-scale weatherization services including: insulation for attics and walls, weather stripping, pipe and duct wraps, and blower door assisted air sealing. The program targets low-income high energy users, the elderly, and other priority groups in collaboration with energy providers and the regional LIHEAP provider. Services are provided throughout North Central Massachusetts.

CARE AIDS Services
MOC's CARE AIDS Services program provides free services for persons with HIV/AIDS including case management, mental health counseling, support groups, transportation, emergency financial assistance, food resource program, emergency food vouchers, medical nutrition therapy, and housing services.

Childhood Lead Poisoning Prevention Program
MOC's Childhood Lead Poisoning Prevention program provides education and information about lead poisoning and lead poisoning prevention, screening requirements for children under the age of 6 and education around de-leading and renovating safely and legally. Education is provided through presentations, outreach events, and materials distribution throughout the North Central region.

Summer YouthWorks
MOC's Summer YouthWorks program assists eligible youth in finding and maintaining paid summer employment in the public, private and nonprofit sectors. Jobs typically last 4-6 weeks in July and August. MOC works closely with employers on site to provide job coaching and support services as necessary and to monitor the youths' progress on a Work Based Learning Plan. Youth are placed in jobs throughout the Fitchburg/Leominster/Gardner area.

Transitions at Devens
Transitions at Devens is a collaborative project with Our Father's House. OFH provides shelter services and MOC provides case management to homeless families with children. Transitions at Devens targets

18-21 year old mothers with children and has 13 units in Devens and 7 units in the Fitchburg/Leominster area.

Volunteer Income Tax Assistance (VITA)
MOC's VITA program provides free electronic tax filing assistance to low-income households utilizing volunteer tax preparers. VITA services are provided from January through April and are offered in locations based out of Fitchburg, Leominster and Gardner.

Elder Home Repair
MOC's Elder Home Repair program provides repairs and modifications to the homes of elders considered at-risk from health and safety hazards. Repairs include, but are not limited to: bath tub handrails, stair railings, safety treads on stairs, screen and window repair, porch and stair replacement, hot water tank replacement, minor roof repairs and foundation repairs. The program can pay for essential repairs up to $3,000. Depending on the funding source, clients may be required to pay for material costs and contribute a donation toward the cost of the job. Home repair services are performed throughout North Central Massachusetts.

Heating System Repair and Replacement
MOC's Heating System Repair and Replacement program provides heating system repairs and replacements for income eligible homeowners across North Central Massachusetts. This program also responds to heating emergencies seven days a week. Clients must be certified for Fuel Assistance.

Utility Conservation
MOC's Utility Conservation program provides AMP and baseload audits to NGRID and Unitil customers in Norther Worcester County who have high electric usage.

Supportive Housing
MOC's Supportive Housing program assists families who are disabled and homeless/at-risk of homelessness to find and maintain safe, decent, and affordable housing. The program operates throughout North Central Massachusetts.

Homework Help Center
MOC's Homework Help Center is available to youth living in Fitchburg's Green Acres and Meadowbrook Village neighborhoods. The Center is open during the after school hours and promotes the academic achievement of at-risk youth by providing a safe constructive environment where youth have access to homework assistance and the opportunity to participation in organized, hands-on, educational and recreational activities. Youth who use the Homework Help Center have access to a computer lab on-site.

Homework Help Center Summer Program
MOC's Green Acres Summer Program runs for six weeks and provides educational and recreational activities to youth ages six through 13 who live in Fitchburg's Green Acres and Meadow Brook Village neighborhoods. Youth work on summer reading assignments and MCAS prep, do hands-on activities with nature and science, learn about important concepts such as nutrition and recycling, and participate in recreational activities like basketball, swimming, and arts and crafts. Youth can also choose to participate in special groups such as Focus on Youth, a teen pregnancy prevention program, and Soccer Camp.

Financial Education Classes and Counseling
MOC's Financial Education Classes and Counseling program offers financial education workshops, presentations and individualized counseling services to low-income individuals throughout the service area. Classes are offered to groups in partnership with other community-based organizations as well as a one-on-one basis. Financial education and counseling consists of skill building and activities in the area of

spending and saving, budgeting, credit building and repair, investing and asset building. Clients are counseled in making financial decisions that lead to the development of assets which help to move them toward long term financial and life goals.

Secure Jobs Initiative
MOC's Secure Jobs Initiative help clients make strides toward self-sufficiency and independence through training, case management and job placement for homeless or near homeless individuals in our community. Program participants receive essential soft skills and occupation-specific training and, once employed, are assigned a case manager to support them through their work experience to ensure success.

Homeless Services
MOC's Homeless Services assists individuals and families facing housing crises to find and maintain stable housing. Homeless Prevention services focus on keeping families who are currently housed but at-risk for becoming homeless in existing housing. Prevention activities include: emergency rent and vendor payments; maximizing benefit enrollment through utilization of MOC's service delivery system; financial literacy education and counseling; and mediation of issues arising from tenant problem behaviors. In addition, staff work with local Housing Authorities and private subsidized housing managers to identify families at-risk of losing housing to get them into service before eviction is necessary. Re-Housing services focus on assisting individuals and families in shelter to find permanent housing. Re-Housing services include: developing a housing search and budget plan; providing referrals to appropriate housing services and credit counselors; housing search; ongoing case management and short and medium term rental subsidies. Stabilization services focus on assisting families who have moved out of the shelter system to remain stably housed. Stabilization services include: case management; referrals for education, training and employment; budget and financial skills training; and parenting skills training.

Fitchburg Family Resource Center
MOC's Family Resource Center provides support services and advocacy for families to foster parental involvement, promote parenting and child development education, encourage social connections, and provide concrete supports in times of need. The center works with the Department of Children and Families to support positive family development and interventions as needed. Activities of the FRC include support groups (for mothers, fathers, grandparents/caretakers, and Latinos), evidence-based parenting programs, educational workshops for residents and social service providers, and assessments and service plans for CRA (Child Requiring Assistance) youth and their families.

Young Parent Program
MOC offers support services to pregnant and parenting teens between the ages of 14 and 24 through its Young Parents Program (YPP). Through this program, teen parents and pregnant teens have the opportunity to further their education goals. Participants focus on completing their high-school education through a HiSET (formerly known as GED) preparation program or enrolling in higher education or training/certificate programs that lead to life sustaining wages. Teen parents also receive community-based assistance while engaging in education, including childcare, case management, life and parenting skills training, job search assistance, career exploration and more.

FIRST Steps Together
FIRST Steps Together is a home visiting intervention that provides dual support in parenting and recovery to pregnant and parenting women experiencing OUD (Opiate Use Disorder). Through frequent visits, check-ins and group interventions, Peer Recovery Coaches support mothers on their pathway to recovery while helping them navigate systems of care.

BY-LAWS

OF

NS AJO HOLDINGS, INC.

ADOPTED SEPTEMBER 12, 2018

NS AJO HOLDINGS, INC.

By-Laws

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BY-LAWS

OF

NS AJO HOLDINGS, INC.

ARTICLE I
SHAREHOLDERS

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

Section 2. Special Meetings. Special meetings of the shareholders may be called by the President or by the Directors, and shall be called by the Secretary, or in case of the death, absence, incapacity or refusal of the Secretary, by another officer, if the holders of at least 10 percent, or such lesser percentage as the Articles of Organization permit, of all the votes entitled to be cast on any issue to be considered at the proposed special meeting sign, date, and deliver to the Secretary one or more written demands for the meeting describing the purpose for which it is to be held. Only business within the purpose or purposes described in the meeting notice may be conducted at a special shareholders' meeting.

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

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

Section 5. Waiver of Notice. A shareholder may waive any notice required by law, the Articles of Organization or these Bylaws before or after the date and time stated in the notice. The waiver shall be in writing, be signed by the shareholder entitled to the notice, and be delivered to the Corporation for inclusion with the records of the meeting**.** A shareholder's attendance at a meeting: (a) waives objection to lack of notice or defective notice of the meeting, unless the shareholder at the beginning of the meeting objects to holding the meeting or transacting business at the meeting; and (b) waives objection to consideration of a particular matter at the meeting that is not within the purpose or purposes described in the meeting notice, unless the shareholder objects to considering the matter when it is presented.

Section 6. Quorum.

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

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

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

Section 8. Action at Meeting. If a quorum of a voting group exists, favorable action on a matter, other than the election of Directors, is taken by a voting group if the votes cast within the group favoring the action exceed the votes cast opposing the action, unless a greater number of affirmative votes is required by law, or the Articles of Organization, these Bylaws or a resolution of the Board of Directors requiring receipt of a greater affirmative vote of the shareholders, including more separate voting groups. Directors are elected by a plurality of the votes cast by the shares entitled to vote in the election at a meeting at which a quorum is present. No ballot shall be required for such election unless requested by a shareholder present or represented at the meeting and entitled to vote in the election.

Section 9. Action without Meeting by Written Consent.

(a) Action taken at a shareholders' meeting may be taken without a meeting if the action is taken by all shareholders entitled to vote on the action; or to the extent permitted by the Articles of

Organization, by shareholders having not less than the minimum number of votes necessary to take the action at a meeting at which all shareholders entitled to vote on the action are present and voting. The action shall be evidenced by one or more written consents that describe the action taken, are signed by shareholders having the requisite votes, bear the date of the signatures of such shareholders, and are delivered to the Corporation for inclusion with the records of meetings within 60 days of the earliest dated consent delivered to the Corporation as required by this Section. A consent signed under this Section has the effect of a vote at a meeting.

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

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

Section 11. Meetings by Remote Communications. If authorized by the Directors: any annual or special meeting of shareholders need not be held at any place but may instead be held solely by means of remote communication; and subject to such guidelines and procedures as the Board of Directors may adopt, shareholders and proxyholders not physically present at a meeting of shareholders may, by means of remote communications: (a) participate in a meeting of shareholders; and (b) be deemed present in person and vote at a meeting of shareholders whether such meeting is to be held at a designated place or solely by means of remote communication, provided that: (1) the Corporation shall implement reasonable measures to verify that each person deemed present and permitted to vote at the meeting by means of remote communication is a shareholder or proxyholder; (2) the Corporation shall implement reasonable measures to provide such shareholders and proxyholders a reasonable opportunity to participate in the meeting and to vote on matters submitted to the shareholders, including an opportunity to read or hear the proceedings of the meeting substantially concurrently with such proceedings; and (3) if any shareholder or proxyholder votes or takes other action at the meeting by means of remote communication, a record of such vote or other action shall be maintained by the Corporation.

Section 12. Form of Shareholder Action.

(a) Any vote, consent, waiver, proxy appointment or other action by a shareholder or by the proxy or other agent of any shareholder shall be considered given in writing, dated and signed, if, in lieu of any other means permitted by law, it consists of an electronic transmission that sets forth or is delivered with information from which the Corporation can determine (i) that the electronic transmission was transmitted by the shareholder, proxy or agent or by a person authorized to act for

the shareholder, proxy or agent; and (ii) the date on which such shareholder, proxy, agent or authorized person transmitted the electronic transmission. The date on which the electronic transmission is transmitted shall be considered to be the date on which it was signed. The electronic transmission shall be considered received by the Corporation if it has been sent to any address specified by the Corporation for the purpose or, if no address has been specified, to the principal office of the Corporation, addressed to the Secretary or other officer or agent having custody of the records of proceedings of shareholders.

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

Section 13. Shareholders List for Meeting.

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

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

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

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

ARTICLE II
DIRECTORS

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

Section 2. Number and Election. The Board of Directors shall consist of at one (1) individual, with the number fixed by the shareholders at the annual meeting but, unless otherwise provided in the Articles of Organization, if the Corporation has more than one shareholder, the number of Directors shall not be less than three, except that whenever there shall be only two shareholders, the number of Directors shall not be less than two. Except as otherwise provided in these Bylaws or the Articles of Organization, the Directors shall be elected by the shareholders at the annual meeting to hold office until the next annual election and until their successors are elected and qualify.

Section 3. Vacancies. If a vacancy occurs on the Board of Directors, including a vacancy resulting from an increase in the number of Directors: (a) the shareholders may fill the vacancy; (b) the Board of Directors may fill the vacancy; or (c) if the Directors remaining in office constitute fewer than a quorum of the Board, they may fill the vacancy by the affirmative vote of a majority of all the Directors remaining in office. A vacancy that will occur at a specific later date may be filled before the vacancy occurs but the new Director may not take office until the vacancy occurs.

Section 4. Change in Size of the Board of Directors. At the annual meeting or any meeting of the shareholders called for such purpose, the number of Directors may be fixed or changed by the shareholders or the Board of Directors, and the Board of Directors may increase or decrease the number of Directors last approved by the shareholders. If the number is increased, the additional Directors may be chosen 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 unless the particular Director is removed as provided in Section 7. The term of a Director elected to fill a vacancy shall expire at the next shareholders' meeting at which Directors are elected. Despite the expiration of a Director's term, he or she shall continue to serve until his or her successor is elected and qualified or until there is a decrease in the number of Directors.

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

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

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

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

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

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

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

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

Section 14. Action Without Meeting. Any action required or permitted to be taken by the Directors may be taken without a meeting if the action is taken by the unanimous consent of the members of the Board of Directors. The action must be evidenced by one or more consents describing the action taken, in writing, signed by each Director, or delivered to the Corporation by electronic transmission, to the address specified by the Corporation for the purpose or, if no address has been specified, to the principal office of the Corporation, addressed to the Secretary or other officer or agent having custody of the records of proceedings of Directors, and included in the minutes or filed with the corporate records reflecting the action taken. Action taken under this Section is effective when the last Director signs or delivers the consent, unless the consent specifies a different effective date. A consent signed or delivered under this Section has the effect of a meeting vote and may be described as such in any document.

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

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

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

Section 18. Standard of Conduct for Directors.

(a) A Director shall discharge his or her duties as a Director, including his or her duties as a member of a committee: (1) in good faith; (2) with the care that a person in a like position would

reasonably believe appropriate under similar circumstances; and (3) in a manner the Director reasonably believes to be in the best interests of the Corporation. In determining what the Director reasonably believes to be in the best interests of the Corporation, a Director may consider the interests of the Corporation's employees, suppliers, creditors and customers, the economy of the state, the region and the nation, community and societal considerations, and the long-term and short-term interests of the Corporation and its shareholders, including the possibility that these interests may be best served by the continued independence of the Corporation.

(b) In discharging his or her duties, a Director who does not have knowledge that makes reliance unwarranted is entitled to rely on information, opinions, reports, or statements, including financial statements and other financial data, if prepared or presented by: (1) one or more officers or employees of the Corporation whom the Director reasonably believes to be reliable and competent with respect to the information, opinions, reports or statements presented; (2) legal counsel, public accountants, or other persons retained by the Corporation, as to matters involving skills or expertise the Director reasonably believes are matters (i) within the particular person's professional or expert competence or (ii) as to which the particular person merits confidence; or (3) a committee of the Board of Directors of which the Director is not a member if the Director reasonably believes the committee merits confidence.

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

Section 19. Conflict of Interest.

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

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

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

(3) the transaction was fair to the Corporation.

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

(c) For purposes of clause (1) of subsection (a), a conflict of interest transaction is authorized, approved, or ratified if it receives the affirmative vote of a majority of the Directors on the Board of Directors (or on the committee) who have no direct or indirect interest in the transaction, but a transaction may not be authorized, approved, or ratified under this Section by a single Director. If a majority of the Directors who have no direct or indirect interest in the transaction vote to authorize, approve, or ratify the transaction, a quorum is present for the purpose

of taking action under this Section. The presence of, or a vote cast by, a Director with a direct or indirect interest in the transaction does not affect the validity of any action taken under clause (1) of subsection (a) if the transaction is otherwise authorized, approved, or ratified as provided in that subsection.

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

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

ARTICLE III
MANNER OF NOTICE

Section 1. Notices. All notices hereunder shall conform to the following requirements:

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

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

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

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

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

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

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

ARTICLE IV
OFFICERS

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

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

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

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

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

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

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

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

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

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

ARTICLE V
PROVISIONS RELATING TO SHARES

Section 1. Issuance and Consideration. The Board of Directors may issue the number of shares of each class or series authorized by the Articles of Organization. The Board of Directors may authorize shares to be issued for consideration consisting of any tangible or intangible property or benefit to the Corporation, including cash, promissory notes, services performed, contracts for services to be performed, or other securities of the Corporation. Before the Corporation issues shares, the Board of Directors shall determine that the consideration received or to be received for shares to be issued is adequate. The Board of Directors shall determine the terms upon which the rights, options or warrants for the purchase of shares or other securities of the Corporation are issued and the terms, including the consideration, for which the shares or other securities are to be issued.

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

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

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

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

ARTICLE VI
CORPORATE RECORDS

Section 1. Records to be Kept.

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

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

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

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

(3) resolutions adopted by its Board of Directors creating one or more classes or series of shares, and fixing their relative rights, preferences, and limitations, if shares issued pursuant to those resolutions are outstanding;

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

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

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

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

Section 2. Inspection of Records by Shareholders.

(a) A shareholder is entitled to inspect and copy, during regular business hours at the office where they are maintained pursuant to Section 1(b) of this Article, copies of any of the records of the Corporation described in said Section if he or she gives the Corporation written notice of his or her demand at least five business days before the date on which he or she wishes to inspect and copy.

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

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

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

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

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

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

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

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

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

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

Section 3. Scope of Inspection Right.

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

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

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

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

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

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

ARTICLE VII
INDEMNIFICATION

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

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

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

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

"*Expenses*", includes all reasonable out of pocket costs, including but not limited to the fees of counsel and other professionals.

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

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

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

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

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

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

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

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

(1) (i) he or she conducted himself or herself in good faith; and (ii) he or she reasonably believed that his or her conduct was in the best interests of the Corporation or that his or her conduct was at least not opposed to the best interests of the Corporation; and (iii) in the case of any criminal proceeding, he or she had no reasonable cause to believe his or her conduct was unlawful; or

(2) he or she engaged in conduct for which he or she shall not be liable under a provision of the Articles of Organization authorized by Section 2.02(b)(4) of the MBCA or any successor provision to such Section.

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

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

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

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

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

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

(b) his or her written undertaking to repay any funds advanced if he or she is not wholly successful, on the merits or otherwise, in the defense of such proceeding and it is ultimately determined pursuant to Section 4 of this Article or by a court of competent jurisdiction that he or she has not met the relevant standard of conduct described in Section 2 of this Article. Such undertaking must be an unlimited general obligation of the Director or officer but need not be secured and shall be accepted without reference to the financial ability of the Director or officer to make repayment.

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

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

(b) by a majority vote of a quorum of the outstanding shares of stock of all classes entitled to vote for directors voting as a single class, but shares owned by or voted under the control of a Director who at the time does not qualify as a disinterested Director may not be voted on the determination,

(c) by independent legal counsel (who may, to the extent permitted by law, be regular legal counsel to the Corporation) *1)* selected in the manner prescribed in clause (a); or (2) if there are fewer than two Disinterested Directors, selected by the Board of Directors, in which selection Directors who do not qualify as Disinterested Directors may participate, or

(d) by a court of competent jurisdiction.

Section 5. Notification and Defense of Claim; Settlements.

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

proceeding or investigation involving such Qualified Person for which indemnity will or could be sought, but the failure to so notify shall not affect the Corporation's objection to indemnify except to the extent the Corporation is adversely affected thereby.

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

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

Section 6. Insurance. The Corporation may purchase and maintain insurance on behalf of a Director or officer against Expenses and Liabilities asserted against or incurred by him or her in that capacity or arising from his or her status as a Director or officer, whether or not the Corporation would have power to indemnify or advance expenses to him or her against the same liability under this Article. The Corporation shall not indemnify any such Qualified Person to the extent such Qualified Person is reimbursed from the proceeds of insurance, and, in the event the corporation makes any indemnification payments to any such Qualified Person and such Qualified Person is subsequently reimbursed from the proceeds of insurance, such Qualified Person shall promptly refund such indemnification payments to the corporation to the extent of such insurance reimbursement.

Section 7. Further Limitations

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

(b) If Qualified Person is entitled to indemnification by the corporation for some or a portion of the Liabilities or Expenses actually and reasonably incurred by him or on his behalf, but

not, however, for the total amount thereof, the Corporation shall nevertheless indemnify such Qualified Person for the portion of Liabilities or Expenses to which Qualified Person is entitled.

Section 8. Application of this Article.

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

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

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

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

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

ARTICLE VIII
FISCAL YEAR

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

ARTICLE IX
AMENDMENTS

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

(b) Not later than the time of giving notice of the meeting of shareholders next following the making, amending or repealing by the Board of Directors of any By-Law, notice

stating the substance of the action taken by the Board of Directors shall be given to all shareholders entitled to vote on amending the Bylaws. Any action taken by the Board of Directors with respect to the Bylaws may be amended or repealed by the shareholders.

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

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

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

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

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PC

The Commonwealth of Massachusetts

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

NS AJO Holdings, LLC is a registrant with the Department of Public Health in accordance with 105 CMR 725.100(C) as of September 11, 2018.

Elizabeth Chen, PhD
Interim Director
Bureau of Health Care Safety and Quality
Massachusetts Department of Public Health

FORM MUST BE TYPED

Articles of Entity Conversion of a Domestic Other Entity to a Domestic Business Corporation

(General Laws Chapter 156D, Section 9.53; 950 CMR 113.30)

FC

(1) Exact name of other entity: NS AJO HOLDINGS, LLC 001320470

(2) A corporate name that satisfies the requirements of G.L. Chapter 156D, Section 4.01:

NS AJO HOLDINGS, INC.

(3) The plan of entity conversion was duly approved in accordance with the organic law of the other entity.

(4) The following information is required to be included in the articles of organization pursuant to G.L. Chapter 156D, Section 2.02(a) or permitted to be included in the articles pursuant to G.L. Chapter 156D, Section 2.02(b):

ARTICLE I

The exact name of the corporation upon conversion is:

NS AJO HOLDINGS, INC.

ARTICLE II

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

THE PURPOSE OF THE CORPORATION IS TO (I) OBTAIN, AND OPERATE IN COMPLIANCE WITH, AUTHORIZATION FROM ALL APPLICABLE MASSACHUSETTS REGULATORY AGENCIES TO ENGAGE IN THE CULTIVATION, TRANSPORTATION, AND DISTRIBUTION OF CANNABIS AND RELATED PRODUCTS, TO THE EXTENT PERMITTED UNDER, AND IN ACCORDANCE WITH, MASSACHUSETTS LAW; AND (II) ENGAGE IN ANY OTHER BUSINESS IN WHICH A MASSACHUSETTS CORPORATION IS AUTHORIZED TO ENGAGE. THE CORPORATION WILL NOT ENGAGE IN ANY ACTIVITY REQUIRING THE APPROVAL OR ENDORSEMENT OF THE DEPARTMENT OF PUBLIC HEALTH OR THE CANNABIS CONTROL COMMISSION UNTIL SUCH AUTHORIZATIONS HAVE BEEN RECEIVED.

* Professional corporations governed by G.L. Chapter 156A 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	100,000			

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.

N/A

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:

N/A

ARTICLE VI

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

SEE ATTACHED

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.*

A. LIMITATION OF DIRECTOR LIABILITY. EXCEPT TO THE EXTENT THAT CHAPTER 156D OF THE MASSACHUSETTS GENERAL LAWS PROHIBITS THE ELIMINATION OR LIMITATION OF LIABILITY OF DIRECTORS FOR BREACHES OF FIDUCIARY DUTY, NO DIRECTOR OF THE CORPORATION SHALL BE PERSONALLY LIABLE TO THE CORPORATION OR ITS STOCKHOLDERS FOR MONETARY DAMAGES FOR ANY BREACH OF FIDUCIARY DUTY AS A DIRECTOR, NOT WITHSTANDING ANY PROVISION OF LAW IMPOSING SUCH LIABILITY. NO AMENDMENT TO OR REPEAL OF THIS PROVISION SHALL APPLY TO OR HAVE ANY EFFECT ON THE LIABILITY OR ALLEGED LIABILITY OF ANY DIRECTOR OF THE CORPORATION FOR OR WITH RESPECT TO ANY ACTS OR OMISSIONS OF SUCH DIRECTOR OCCURRING PRIOR TO SUCH AMENDMENT.

B. VOTE REQUIRED TO APPROVE MATTERS ACTED ON BY SHAREHOLDERS. THE AFFIRMATIVE VOTE OF A MAJORITY OF ALL THE SHARES IN A 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.

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 STOCKHOLDERS' MEETING MAY BE TAKEN WITHOUT A MEETING BY SHAREHOLDERS HAVING NOT LESS THAN THE MINIMUM NUMBER OF VOTES NECESSARY TO TAKE THE ACTION AT A MEETING AT WHICH ALL SHAREHOLDERS ENTITLED TO VOTE ON THE ACTION ARE PRESENT AND VOTING.

D. AUTHORIZATION OF DIRECTORS TO MAKE, AMEND OR REPEAL BYLAWS. THE BOARD OF DIRECTORS MAY MAKE, AMEND OR REPEAL THE BYLAWS IN WHOLE OR IN PART, EXCEPT WITH RESPECT TO ANY PROVISION THEREOF, WHICH BY VIRTUE OF AN EXPRESS PROVISION IN CHAPTER 156D OF THE GENERAL LAWS OF MASSACHUSETTS, THE ARTICLES OF ORGANIZATION OR THE BYLAWS REQUIRES ACTION BY THE STOCKHOLDERS.

E. AUTHORITY OF DIRECTORS TO CREATE NEW CLASSES AND SERIES OF SHARES. THE BOARD OF DIRECTORS, ACTING WITHOUT THE SHAREHOLDERS, MAY (A) RECLASSIFY ANY UNISSUED SHARES OF ANY AUTHORIZED CLASS OR SERIES INTO ONE OR MORE EXISTING OR NEW CLASSES OR SERIES, AND (B) CREATE ONE OR MORE NEW CLASSES OR SERIES OF SHARES, SPECIFYING THE NUMBER OF SHARES TO BE INCLUDED THEREIN, THE DISTINGUISHING DESIGNATION THEREOF AND THE PREFERENCES, LIMITATIONS AND RELATIVE RIGHTS APPLICABLE THERETO, PROVIDED THAT THE BOARD OF DIRECTORS MAY NOT APPROVE AN AGGREGATE NUMBER OF AUTHORIZED SHARES OF ALL CLASSES AND SERIES WHICH EXCEEDS THE TOTAL NUMBER OF AUTHORIZED SHARES SPECIFIED IN THE ARTICLES OF ORGANIZATION APPROVED BY THE SHAREHOLDERS.

F. INDEMNIFICATION. THE FOLLOWING INDEMNIFICATION PROVISIONS SHALL APPLY TO THE PERSONS ENUMERATED BELOW.

1. RIGHT TO INDEMNIFICATION OF DIRECTORS AND OFFICERS. THE CORPORATION SHALL INDEMNIFY AND HOLD HARMLESS, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW AS IT PRESENTLY EXISTS OR MAY HEREAFTER BE AMENDED, ANY PERSON (AN "INDEMNIFIED PERSON") WHO WAS OR IS MADE OR IS THREATENED TO BE MADE A PARTY OR IS OTHERWISE INVOLVED IN ANY ACTION, SUIT OR PROCEEDING, WHETHER CIVIL, CRIMINAL, ADMINISTRATIVE OR INVESTIGATIVE (A "PROCEEDING"), BY REASON OF THE FACT THAT SUCH PERSON, OR A PERSON FOR WHOM SUCH PERSON IS THE LEGAL REPRESENTATIVE, IS OR WAS A DIRECTOR OR OFFICER OF THE CORPORATION OR, WHILE A DIRECTOR OR OFFICER OF THE CORPORATION, IS OR WAS SERVING AT THE REQUEST OF THE CORPORATION AS A DIRECTOR, OFFICER, EMPLOYEE OR AGENT OF ANOTHER CORPORATION OR OF A PARTNERSHIP, JOINT VENTURE, LIMITED LIABILITY COMPANY, TRUST, ENTERPRISE OR NONPROFIT ENTITY, INCLUDING SERVICE WITH RESPECT TO EMPLOYEE BENEFIT PLANS, AGAINST ALL LIABILITY AND LOSS SUFFERED AND EXPENSES (INCLUDING ATTORNEYS' FEES) REASONABLY INCURRED BY SUCH INDEMNIFIED PERSON IN SUCH PROCEEDING. NOTWITHSTANDING THE PRECEDING SENTENCE, EXCEPT AS OTHERWISE PROVIDED IN SECTION 3 OF THIS PART F, THE CORPORATION SHALL BE REQUIRED TO INDEMNIFY AN INDEMNIFIED PERSON IN CONNECTION WITH A PROCEEDING (OR PART THEREOF) COMMENCED BY SUCH INDEMNIFIED PERSON ONLY IF THE COMMENCEMENT OF SUCH PROCEEDING (OR PART THEREOF) BY THE INDEMNIFIED PERSON WAS AUTHORIZED IN ADVANCE BY THE BOARD OF DIRECTORS, OR AN AUTHORIZED COMMITTEE OF THE BOARD OF DIRECTORS.

2. PREPAYMENT OF EXPENSES OF DIRECTORS AND OFFICERS. TO THE EXTENT PERMITTED BY LAW, THE CORPORATION SHALL PAY THE EXPENSES (INCLUDING ATTORNEYS' FEES) INCURRED BY AN INDEMNIFIED PERSON IN DEFENDING ANY PROCEEDING IN ADVANCE OF ITS FINAL DISPOSITION, PROVIDED, HOWEVER, THAT, TO THE EXTENT REQUIRED BY LAW, SUCH PAYMENT OF EXPENSES IN ADVANCE OF THE FINAL DISPOSITION OF THE PROCEEDING SHALL BE MADE ONLY UPON RECEIPT OF AN UNDERTAKING BY THE INDEMNIFIED PERSON TO REPAY ALL AMOUNTS ADVANCED IF IT SHOULD BE ULTIMATELY DETERMINED THAT THE INDEMNIFIED PERSON IS NOT ENTITLED TO BE INDEMNIFIED UNDER THIS PART F OR OTHERWISE.

3. CLAIMS BY DIRECTORS AND OFFICERS. IF A CLAIM FOR INDEMNIFICATION OR ADVANCEMENT OF EXPENSES UNDER THIS PART F IS NOT PAID IN FULL WITHIN 30 DAYS AFTER A WRITTEN CLAIM THEREFOR BY THE INDEMNIFIED PERSON HAS BEEN RECEIVED BY THE CORPORATION, THE INDEMNIFIED PERSON MAY FILE SUIT TO RECOVER THE UNPAID AMOUNT OF SUCH CLAIM

AND, IF SUCCESSFUL IN WHOLE OR IN PART, SHALL BE ENTITLED TO BE PAID THE EXPENSE OF PROSECUTING SUCH CLAIM. IN ANY SUCH ACTION THE CORPORATION SHALL HAVE THE BURDEN OF PROVING THAT THE INDEMNIFIED PERSON IS NOT ENTITLED TO THE REQUESTED INDEMNIFICATION OR ADVANCEMENT OF EXPENSES UNDER APPLICABLE LAW.

4. INDEMNIFICATION OF EMPLOYEES AND AGENTS. THE CORPORATION MAY INDEMNIFY AND ADVANCE EXPENSES TO ANY PERSON WHO WAS OR IS MADE OR IS THREATENED TO BE MADE OR IS OTHERWISE INVOLVED IN ANY PROCEEDING BY REASON OF THE FACT THAT SUCH PERSON, OR A PERSON FOR WHOM SUCH PERSON IS THE LEGAL REPRESENTATIVE, IS OR WAS AN EMPLOYEE OR AGENT OF THE CORPORATION OR, WHILE AN EMPLOYEE OR AGENT OF THE CORPORATION, IS OR WAS SERVING AT THE REQUEST OF THE CORPORATION AS A DIRECTOR, OFFICER, EMPLOYEE OR AGENT OF ANOTHER CORPORATION OR OF A PARTNERSHIP, JOINT VENTURE, LIMITED LIABILITY COMPANY, TRUST, ENTERPRISE OR NONPROFIT ENTITY, INCLUDING SERVICE WITH RESPECT TO EMPLOYEE BENEFIT PLANS, AGAINST ALL LIABILITY AND LOSS SUFFERED AND EXPENSES (INCLUDING ATTORNEY'S FEES) REASONABLY INCURRED BY SUCH PERSON IN CONNECTION WITH SUCH PROCEEDING. THE ULTIMATE DETERMINATION OF ENTITLEMENT TO INDEMNIFICATION OF PERSONS WHO ARE NON-DIRECTOR OR OFFICER EMPLOYEES OR AGENTS SHALL BE MADE IN SUCH MANNER AS IS DETERMINED BY THE BOARD OF DIRECTORS, OR AN AUTHORIZED COMMITTEE OF THE BOARD OF DIRECTORS, IN ITS SOLE DISCRETION. NOTWITHSTANDING THE FOREGOING SENTENCE, THE CORPORATION SHALL NOT BE REQUIRED TO INDEMNIFY A PERSON IN CONNECTION WITH A PROCEEDING INITIATED BY SUCH PERSON IF THE PROCEEDING WAS NOT AUTHORIZED IN ADVANCE BY THE BOARD OF DIRECTORS, OR AN AUTHORIZED COMMITTEE OF THE BOARD OF DIRECTORS.

5. ADVANCEMENT OF EXPENSES OF EMPLOYEES AND AGENTS. THE CORPORATION MAY PAY THE EXPENSES (INCLUDING ATTORNEY'S FEES) INCURRED BY AN EMPLOYEE OR AGENT IN DEFENDING ANY PROCEEDING IN ADVANCE OF ITS FINAL DISPOSITION ON SUCH TERMS AND CONDITIONS AS MAY BE DETERMINED BY THE BOARD OF DIRECTORS, OR AN AUTHORIZED COMMITTEE OF THE BOARD OF DIRECTORS.

6. NON-EXCLUSIVITY OF RIGHTS. THE RIGHTS CONFERRED ON ANY PERSON BY THIS PART F SHALL NOT BE EXCLUSIVE OF ANY OTHER RIGHTS WHICH SUCH PERSON MAY HAVE OR HEREAFTER ACQUIRE UNDER ANY COMMON LAW, STATUTE, PROVISION OF THESE ARTICLES OF ORGANIZATION, BY-LAWS, AGREEMENT, VOTE OF STOCKHOLDERS OR DISINTERESTED DIRECTORS OR OTHERWISE.

7. OTHER INDEMNIFICATION. THE CORPORATION'S OBLIGATION, IF ANY, TO INDEMNIFY ANY PERSON WHO WAS OR IS SERVING AT ITS REQUEST AS A DIRECTOR, OFFICER OR EMPLOYEE OF ANOTHER CORPORATION, PARTNERSHIP, LIMITED LIABILITY COMPANY, JOINT VENTURE, TRUST, ORGANIZATION OR OTHER ENTERPRISE SHALL BE REDUCED BY ANY AMOUNT SUCH PERSON MAY COLLECT AS INDEMNIFICATION FROM SUCH OTHER CORPORATION, PARTNERSHIP, LIMITED LIABILITY COMPANY, JOINT VENTURE, TRUST, ORGANIZATION OR OTHER ENTERPRISE. 8. INSURANCE. THE BOARD OF DIRECTORS MAY, TO THE FULL EXTENT PERMITTED BY APPLICABLE LAW AS IT PRESENTLY EXISTS, OR MAY HEREAFTER BE AMENDED FROM TIME TO TIME, AUTHORIZE THE CORPORATION TO PURCHASE AND MAINTAIN AT THE CORPORATION'S EXPENSE INSURANCE: (A) TO INDEMNIFY THE CORPORATION FOR ANY OBLIGATION WHICH IT INCURS AS A RESULT OF THE INDEMNIFICATION OF DIRECTORS, OFFICERS AND EMPLOYEES UNDER THE PROVISIONS OF THIS PART F; AND (B) TO INDEMNIFY OR INSURE DIRECTORS, OFFICERS AND EMPLOYEES AGAINST LIABILITY IN INSTANCES IN WHICH THEY MAY NOT OTHERWISE BE INDEMNIFIED BY THE CORPORATION UNDER THE PROVISIONS OF THIS PART F.

ARTICLE VII

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

ARTICLE VIII

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

a. The street address of the initial registered office of the corporation in the commonwealth:
80.5 KINNAIRD STREET, CAMBRIDGE, MA 02139

b. The name of its initial registered agent at its registered office:
AIDAN O'DONOVAN

c. The names and addresses of the individuals who will serve as the initial directors, president, treasurer and secretary of the corporation (an address need not be specified if the business address of the officer or director is the same as the principal office location):

President: AIDAN O'DONOVAN - 80.5 KINNAIRD STREET, CAMBRIDGE, MA 02139

Treasurer: ISADOR MITZNER - 120 TALAVERA PLACE, PALM BREACH GARDENS, FL 33418

Secretary: BRANDON BANKS - 80.5 KINNAIRD STREET, CAMBRIDGE, MA 02139

Director(s): AIDAN O'DONOVAN - 80.5 KINNAIRD STREET, CAMBRIDGE, MA 02139

If a professional corporation, include a list of shareholders with residential addresses and attach certificates of the appropriate regulatory board.

d. The fiscal year end of the corporation:
DECEMBER 31

e. A brief description of the type of business in which the corporation intends to engage:
CULTIVATION, TRANSPORTATION AND DISTRIBUTION OF AGRICULTURAL PRODUCTS

f. The street address of the principal office of the corporation:
67 DANA STREET, NO. 1, CAMBRIDGE, MA 02138

g. The street address where the records of the corporation required to be kept in the commonwealth are located is:

67 DANA STREET, NO. 1, CAMBRIDGE, MA 02138 , which is
(number, street, city or town, state, zip code)

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

Signed by: _____,
(signature of authorized individual)

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

on this 10th day of SEPTEMBER, 2018

SECRETARY OF THE COMMONWEALTH

2018 SEP 12 PM 4:00

CORPORATIONS DIVISION

COMMONWEALTH OF MASSACHUSETTS

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

Articles of Entity Conversion of a Domestic Other Entity to a Domestic Business Corporation

(General Laws Chapter 156D, Section 9.53; 950 CMR 113.30)

I hereby certify that upon examination of these articles of conversion, duly submitted to me, it appears that the provisions of the General Laws relative thereto have been complied with, and I hereby approve said articles; and the filing fee in the amount of $ 475 having been paid, said articles are deemed to have been filed with me this 12 day of September, 20 18, at _____ a.m./p.m.
time

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

WILLIAM FRANCIS GALVIN
Secretary of the Commonwealth

62678

Examiner

Name approval

C

M

Filing fee: Minimum $200

TO BE FILLED IN BY CORPORATION
Contact Information:

JOHN F. BRADLEY - PRINCE LOBEL TYE LLP

ONE INTERNATIONAL PLACE, SUITE 3700

BOSTON, MA 02110

Telephone: (617) 456-8000

Email: jbradley@princelobel.com

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

131159

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

mass.gov/dor

Letter ID: L0267454528
Notice Date: December 16, 2019
Case ID: 0-000-512-692

CERTIFICATE OF GOOD STANDING AND/OR TAX COMPLIANCE

000035

AIDAN O'DONOVAN
NS AJO HOLDINGS, INC.
80 1/2 KINNAIRD ST
CAMBRIDGE MA 02139-3153

Why did I receive this notice?

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

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

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

What if I have questions?

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

Visit us online!

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

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

Edward W. Coyle, Jr., Chief
Collections Bureau

The Commonwealth of Massachusetts

Secretary of the Commonwealth

State House, Boston, Massachusetts 02133

William Francis Galvin
Secretary of the
Commonwealth

Date: December 16, 2019

To Whom It May Concern :

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

NS AJO HOLDINGS, INC.

is a domestic corporation organized on **September 12, 2018** , under the General Laws of the Commonwealth of Massachusetts. I further certify that there are no proceedings presently pending under the Massachusetts General Laws Chapter 156D section 14.21 for said corporation's dissolution; that articles of dissolution have not been filed by said corporation; that, said corporation has filed all annual reports, and paid all fees with respect to such reports, and so far as appears of record said corporation has legal existence and is in good standing with this office.

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

William Francis Galvin

Secretary of the Commonwealth

Certificate Number: 19120384410

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

Processed by:

NS AJO Holdings, Inc.
Massachusetts Business Proposal



December 2018

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Legal Disclaimer

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THIS DOCUMENT DOES NOT CONSTITUTE AN OFFER OR SOLICITATION TO SELL SECURITIES IN THE COMPANY OR ANY RELATED OR ASSOCIATED COMPANY. ANY SUCH OFFER OR SOLICITATION WOULD BE MADE ONLY BY MEANS OF A CONFIDENTIAL OFFERING MEMORANDUM AND IN ACCORDANCE WITH THE TERMS OF ALL APPLICABLE SECURITIES AND OTHER LAWS. NONE OF THE INFORMATION OR ANALYSES PRESENTED HEREIN ARE INTENDED TO FORM THE BASIS FOR ANY INVESTMENT DECISION, AND NO SPECIFIC RECOMMENDATIONS ARE INTENDED. THIS DOCUMENT DOES NOT CONSTITUTE OR FORM PART OF, AND SHOULD NOT BE CONSTRUED AS, ANY OFFER FOR SALE OR SUBSCRIPTION OF, OR ANY INVITATION TO OFFER TO BUY OR SUBSCRIBE FOR, ANY SECURITIES, NOR SHOULD IT OR ANY PART OF IT FORM THE BASIS OF, OR BE RELIED ON IN ANY CONNECTION WITH, ANY INVESTMENT DECISION.

BY YOUR ACCEPTANCE HEREOF, YOU AGREE TO KEEP ALL COMPANY INFORMATION CONFIDENTIAL, AND NOT TO USE OR DISTRIBUTE THE COMPANY.

THE FOLLOWING IS MANAGEMENT'S EXECUTIVE SUMMARY OF THE FUTURE PERFORMANCE OF THE COMPANY. THE EXECUTIVE SUMMARY CONTAINS PROJECTIONS OF FUTURE OPERATIONS OF THE COMPANY, INCLUDING ESTIMATES OF RETURNS OR PERFORMANCE, WHICH ARE

“FORWARD-LOOKING STATEMENTS” (WHICH CAN BE IDENTIFIED BY THE USE OF FORWARD-LOOKING TERMINOLOGY SUCH AS “MAY,” “WILL,” “SHOULD,” “EXPECT,” “ANTICIPATE,” “PROJECT,” “ESTIMATE,” “INTEND,” “CONTINUE” OR “BELIEVE” OR THE NEGATIVES THEREOF OR OTHER VARIATIONS THEREON OR COMPARABLE TERMINOLOGY). BY THEIR NATURE, FORWARD-LOOKING STATEMENTS INVOLVE RISK AND UNCERTAINTY BECAUSE THEY RELATE TO FUTURE EVENTS AND CIRCUMSTANCES AND THERE ARE MANY FACTORS THAT COULD CAUSE ACTUAL RESULTS AND DEVELOPMENTS TO DIFFER MATERIALLY FROM THOSE EXPRESSED OR IMPLIED BY THESE FORWARD-LOOKING STATEMENTS. NEITHER THE COMPANY NOR MANAGEMENT MAKES ANY REPRESENTATIONS OR WARRANTIES REGARDING ANY SUCH “FORWARD-LOOKING STATEMENTS”.

Executive Summary

Massachusetts is one of the fastest growing cannabis markets in the country. Registered patient cardholders have increased steadily year-over-year and the market is on track to reach **$300MM** dollars in annual sales by 2020.[1] The adult-use market is expected to come online by mid-2018 which could contribute an additional **$900MM** in annual sales by 2020. Businesses must undergo a highly competitive application process in order to secure a license to cultivate and distribute cannabis, and cities have voted to limit the number of licenses issued. The restrictions have created an oligopoly market structure and ideal operational conditions for licensed cannabis businesses.

NS AJO Holdings, Inc., d/b/a "Natural Selections" ("Natural Selections," or "the business") is capitalizing on these market conditions to expand their brand and establish a chain of dispensaries throughout the Boston metro area. The business has received city approval as well as a provisional certification of registration ("PCR") [2] from the Department of Health to establish a cultivation and manufacturing facility in Fitchburg. The company has also secured city approval to establish dispensaries in three strategic locations in Massachusetts—Watertown, Dorchester, and Fitchburg—to distribute cannabis directly to patients and customers.

Co-founders Aidan O'Donovan and Brandon Banks have been operating Natural Selections, a cannabis cultivation facility and dispensary in Colorado since 2015. Originally from Boston, O'Donovan has spent the past two years navigating Massachusetts city and state politics to secure the licenses for the business. O'Donovan has already relocated to Massachusetts to oversee the architectural, engineering, and security contractors during the development of the facility. Banks is currently overseeing the Colorado location and will relocate within the next few months. The company has projected solid revenue growth for its Massachusetts business based on estimates drawn from its cultivation facility in Denver, Colorado, as is reflected in the projected financials detailed below.

O'Donovan and Banks have assembled a team of experienced professionals excited to dedicate their business and cultivation expertise to produce cannabis in Massachusetts. Their business advisors include Isador Mitzner, an entrepreneur with decades of experience leading retail businesses, and Bob Aldworth, an experienced financial executive. The business's board of directors will include some of the most influential business, health, nonprofit, and law enforcement leaders in the State.

Due to the high barriers to entry within this market and the city-imposed restrictions on the licenses, the Company expects substantial revenue from its business and high returns for its investors.

Overview of the Market

National sales for the legal cannabis market grew to $6.7 billion in 2016 from $5.7 billion in 2015, making it the fastest growing industry in the United States. The staggering market demand for this plant and the recent legislation decriminalizing its usage has led investors and market

[1] "The State of Legal Medical Marijuana Markets: Fourth Edition." Arc View Market Research and New Frontier Data.

[2] A "PCR" is an official license; however, the final license will not be approved until the cultivation facility is operational and the DPH has completed inspections.

speculators to consider it America's "next great industry." As more and more states introduce laws regulating retail cannabis markets, major business opportunities in this new sector will emerge.

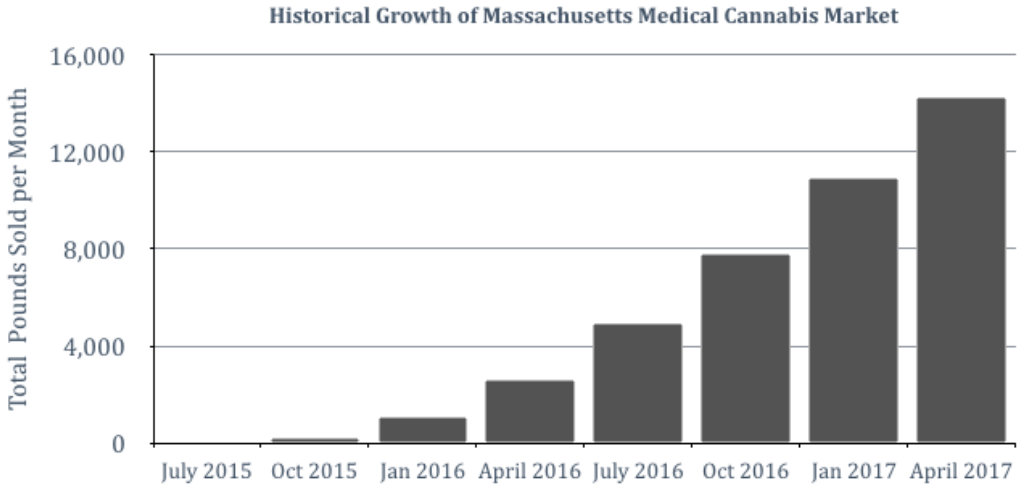
California became the first state to implement statewide cannabis legislation in 1996, dovetailing scientific data and statements released by medical associations in support of medical cannabis use and research. In 2009, the US Department of Justice submitted the "Ogden Memorandum" stating that although it will continue to enforce the Controlled Substances Act, it will not be an enforce priority to enforce the CSA against medical cannabis patients and caregivers who are in clear and unambiguous compliance with state law. This tacit approval paved the way for greater improvement and investment in the cannabis industry.

While federal law still prohibits the use of cannabis, many state and local governments have passed legislation decriminalizing possession, cultivation, and use of cannabis for both medical and recreational purposes. Currently, 29 states, the District of Columbia, Guam, and Puerto Rico allow for comprehensive public medical cannabis programs. Recently approved efforts in 18 states allow use of "low THC, high cannabidiol (CBD)" products for medical reasons in limited situations or as a legal defense. Colorado, Washington, Alaska, and Oregon currently permit sales to adults over the age of 21. In the November 2016 elections, Massachusetts, Maine, and Nevada voted to follow suit.

The State of Legal Marijuana Markets, published by ArcView Market Research, concluded that cannabis sales reached $6.7 billion nationwide in 2016. National sales were fueled by the adult-use markets in Colorado, Washington, and Oregon, as well as the addition of medical markets in Illinois, Nevada, New York, Hawaii, and Maryland.

The Massachusetts Cannabis Market

Since the implementation of 105 CMR 725.000, the Massachusetts market has seen substantial growth. The current legal regulations permit the use of cannabis for patients suffering from the following medical conditions: ALS, HIV, multiple sclerosis, cancer, epilepsy, Hepatitis C, Crohn's disease, Glaucoma, and Parkinson's disease. As of April of 2017, there were 40,842 patients holding medical marijuana registration cards with the Department of Health, which was a 36% increase from the previous year.[3]



[3] *Massachusetts Department of Health*

In order to establish a cannabis dispensary, a business must undergo a highly competitive license application process and receive approval from the local municipality as well as the State Department of Health. Many cities throughout Massachusetts are releasing a limited number of licenses, which has created an oligopoly market structure. These cities have hosted competitive bidding processes, which has been highly beneficial for operating cultivators and dispensaries. Data from the Department of Health indicates that approximately **19,127** ounces of flower[4] were sold to patients during the month of April. This implies that each operational dispensary is selling approximately **105 pounds** of cannabis flower per month.

Adult Use

In the November 2016 elections, voters approved the Massachusetts Regulations and Taxation of Marijuana Initiative. This legislation permits the possession, use, distribution, and cultivation of cannabis for adults over the age of 21. The adult-use market is expected to come online by mid-2018 and could add an additional $900MM in statewide sales by 2020. The Department of Health has signaled its intent to follow the patterns of states like Colorado and Oregon, which have given licensed medical dispensaries the first opportunity to sell to the adult use market. Natural Selections has secured permission from Fitchburg to establish adult-use sales in its dispensary and is confident that its other two locations will permit the sale of adult-use cannabis as well, once the Department of Health has signified its approval to proceed.

Market Capture

The success of the Natural Selections' cultivation and dispensary facility will be contingent on supply and demand market dynamics within the state.

The company has utilized data from other medical markets to estimate how many patients will sign up for the program over the course of the next five years. Based on this research, the company has assumed that approximately 1.68% of the resident population in Massachusetts will register as medical cannabis patients within the first three years of operations. This estimate is based on an age-adjusted analysis of patient populations in Colorado,[5] Arizona,[6] and Oregon.[7] This market will be slightly enhanced by non-resident patients from other states, such as New Hampshire.

Natural Selections anticipates that there will be 126 operational dispensaries within the state during is first few years of operations. As per DPH data released in July, 109 businesses have received a Provisional Certification of Registration ("PCR")[8] to operate a medical dispensary in Massachusetts. There are 11 medical dispensaries currently operational throughout the state, and 6 dispensaries that have been awarded final approval from the Department of Health and will likely begin selling soon. The business has calculated its market capture based on the assumption that cities will award additional licenses over the next 2-3 years, as market demand grows.

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[4] Department of Health

[5] https://www.colorado.gov/pacific/sites/default/files/05_2015_MMR_report.pdf

[6] http://azdhs.gov/documents/preparedness/medical-cannabis/reports/2015/2015-june-monthly-report.pdf

[7] http://www.oregon.gov/das/oea/docs/economic/appendixc.pdf

[8] A "PCR" is an official license; however, the final license will not be approved until the cultivation facility is operational and the DPH has completed inspections.

Natural Selections has been awarded city approval to establish dispensaries in three strategic locations throughout metro Boston with significant population density. Natural Selections' most competitive location will likely be in a centrally located shopping district in Watertown, Massachusetts. The dispensary, located at 23 Elm Street, is blocks away from a retail outlet featuring Target, the Home Depot, and Best Buy. The dispensary is on the outskirts of Cambridge, Allston, Brighton, Belmont, and Newton. Approximately 450,000 residents live within a five-mile radius of the facility, which translates to roughly 2,698 patients currently registered with the Department of Health. There are 11 competitive licensees in this radius, but 8 of them are concentrated to the Northeast in Cambridge and Somerville. Natural Selections is confident that they will only have two direct competitors within the region, which will give them a substantial base of customers.



Watertown Dispensary

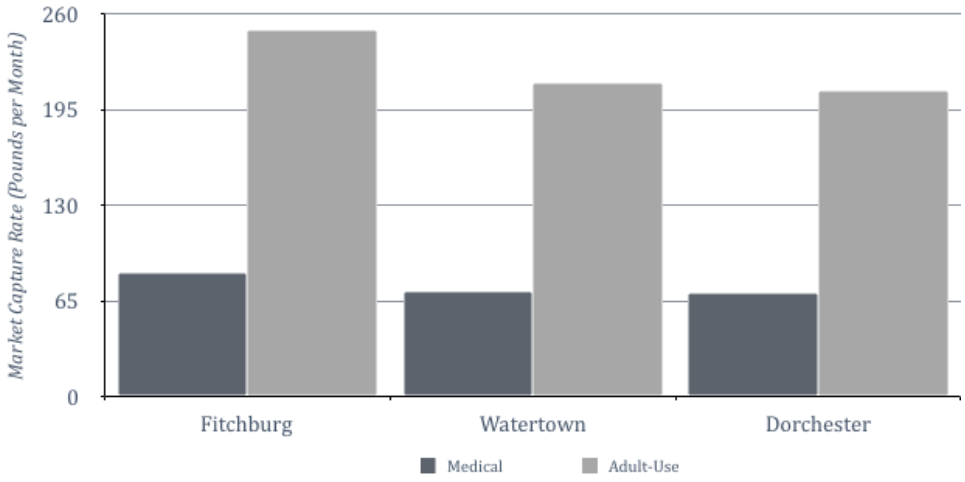
The Dorchester dispensary is located just 10 miles from the Watertown location but will attract an entirely different demographic of consumers and patients. This location will likely draw patients and customers from Roxbury, South Boston, and the South End. Approximately 440,000 residents live within a three-mile radius of the facility, which translates to roughly 2,638 patients currently registered with the Department of Health. Dorchester has had a rigorous city approval process and the business is confident that there will be only two other licensed dispensaries in this region: Patriot Care at Milk Street in Downtown Boston and Compassionate Organics on Newbury St in Back Bay.

The Fitchburg dispensary will draw a steady flow from smaller towns in Western Massachusetts due to its proximity to the George Stanton Highway. Approximately 150,000 residents live within a 10-mile radius of the facility, which translates to roughly 899 patients currently registered with the Department of Health. Although this location is more remote, Natural Selections expects only 2 other competitors in this zone, which will contribute to a higher patient count. The vast majority of the inhabitants in this zone should be able to access the dispensary within 15-20 minutes. The Fitchburg dispensary will also likely attract out-of-state customers from New Hampshire and other states in New England.



Population estimates surrounding dispensary regions

Natural Selections anticipates obtaining a significant market capture between these three locations, especially after the adult-use market is implemented. The business has applied population data to ramp-up rates extrapolated from Colorado and Arizona to determine how many patients they could potentially serve. By 2021, the company anticipates selling approximately 897 pounds of flower and 8,400 grams of concentrate per month across its three dispensaries.



In order to understand future demand for the adult-use cannabis market within the state of Massachusetts, the company analyzed current consumption patterns. The company has applied data from the National Survey on Drug Use and Health on cannabis consumption to the Massachusetts census data to determine how many residents fall into the category of a "Past Month Cannabis Consumer." Based on an aged-adjusted analysis of this "past month cannabis consumer" data, it is reasonable to estimate that there will be a customer base of approximately **62,400** residents in its operational locations, which could create an additional demand of **3,167** pounds of flower annually when this market comes online. These projections are consistent with population-adjusted data extrapolated from the adult-use market in Colorado.

Company Description

Natural Selections is uniquely qualified to operate a cannabis cultivation and dispensary facility in Massachusetts. Members of the applicant's team have been operating a dispensary and cultivation facility in Colorado for the past two years and have the skills and knowledge to develop the best cannabis products for registered patients in Massachusetts. The company has set forth the following objectives in establishing its organization:

Estimated Market Capture by 2020

1) A compliant operation in good standing with regulators,
2) Safe, consistent and effective products of the highest quality,
3) A well-run and well-respected corporate entity and management staff, and
4) Commitment to serving and educating patients and caregivers.
5) Consistent revenue and strong returns for its investors

Co-founders Aidan O'Donovan and Brandon Banks will oversee the operations and have assembled a team of dedicated and experienced professionals to help bolster their own areas of expertise.

Aidan O'Donovan has been working in the cannabis industry in Colorado since 2009. Originally from Boston, he has spent the past two years navigating Massachusetts city and state politics to secure multiple licenses for the business. O'Donovan has relocated to Boston and will oversee the architectural, engineering, and security contractors during the development of the facility, while continuing to work closely with the CCC, county governments, and legal advisors to ensure that Natural Selections is running a fully compliant operation.

Brandon Banks has a wealth of business experience and financial expertise from his time working for Fortune 500 companies. Banks will oversee day-to-day business operations, with a focus on managing the business's finances, developing a strong brand, and hiring and training quality employees. Banks will ensure that the business is bringing high quality cannabis products to market in a cost effective and efficient manner.

Natural Selections brings a number of competitive advantages to the nascent Massachusetts market:

- Experience overseeing the construction & build-out of an indoor cannabis cultivation facility and dispensary.
- Experience cultivating cannabis, operating a dispensary, and remaining in compliance with evolving legislation and market regulations.
- Knowledge of the Boston market and metro area.

- An experienced team of cultivators accustomed to high yields and low production costs.

The company has recruited a number of experts in the fields of cannabis cultivation, policy legislation, government relations, and alternative medicine to support the company as the operation grows. The company has established its initial payroll to include a marketing and community relations manager, a Medical Director, and a Legal and Compliance Manger, along with the standard cultivation and security positions required to operate a cultivation facility.

The Locations

The company has secured a lease agreement on a 50,000 square foot warehouse in Fitchburg, Massachusetts. The building will provide 18,486 square feet of flowering canopy with the option to build a 30,000 square foot greenhouse on the property for additional flowering canopy. The building will also house a 5,000 square foot extraction lab where it will create concentrates, edibles, and other infused cannabis products.

Natural Selections has secured real estate for three strategically located dispensaries to sell cannabis flower and products directly to patients and customers throughout Massachusetts. The founders intend to emulate the branding/design strategy at their dispensary in Northglenn, Colorado, which has garnered praise from customers and the press. They will keep the dispensary clean and open with minimalist design features, bright light fixtures, and a spacious waiting area with couches and chairs. To this effect, the business has secured lease agreements on facilities with sufficient square footage to create a comfortable retail experience for customers. The Watertown dispensary is 2,800 square feet, the Fitchburg dispensary is 5,000 square feet, and the Dorchester dispensary is 6,000 square feet.

Product Niche & Strain Specialties

Natural Selections is committed to providing its patients with high quality cannabis that offers palliative care and pain relief, while reducing the side effects and symptoms of certain disorders. While the company acknowledges the lack of double-blind placebo-controlled tests illustrating the efficacy of cannabis in treating certain medical conditions, the company has taken scientific approach to strain development, aggregating data based on patient feedback and carefully studying plant and terpenoid profiles. Based on this objective: Natural Selections has developed its business plan based on three commitments: high-quality products tailored for medical conditions, product transparency, and high standards for cannabis cultivation, and processing. The company is confident that investing in best practices and building high quality products will serve its brand and investors in the long-run.

1) High Quality Products Tailored for Medical Conditions

Natural Selections is committed to providing its patients with high quality cannabis that offers palliative care and pain relief, while reducing the side effects and symptoms of certain disorders. While Natural Selections acknowledges the lack of double-blind placebo-controlled tests illustrating the efficacy of cannabis in treating certain medical conditions, the company has taken a scientific approach to strain development, aggregating data based on patient feedback and carefully studying plant and terpenoid profiles.

David R. Goodman, MD, will serve as Medical Director for the business. Dr. Goodman is an Anesthesiology Specialist based in Newton, Massachusetts. He has more than 14 years of

medical experience and is affiliated with Newton-Wellesley Hospital. Goodman will be responsible for developing, organizing, and facilitating education programs for patients, caregivers, board members, and the community at large concerning methods of consumption, cannabinoid profiles, regulation updates, as well as the applicant's services and programs.

The company has studied the medical conditions eligible for treatment under 105 CMR 725.000 and intends to provide an array of cannabis products best suited to treat these conditions. Natural Selections will initially introduce an array of strains that have demonstrated success in alleviating symptoms of HIV, AIDS, multiple sclerosis, cancer, epilepsy, and Crohn's disease, and Parkinson's disease.

While the following list is not comprehensive, it provides an overview of strains that the company expects to provide in order to offer the best medication for its patients. The company will adjust its product line based on available data and science, regulations, and market demand as the business evolves.

Otto #1

Otto #1 is sativa-dominant CBD-rich strain popular among patients suffering with Multiple Sclerosis. Patients have noted that this strain was helpful in mitigating symptoms such as pain, muscle spasms, lack of motor control, and general fatigue. Anecdotal evidence suggested that patients with Multiple Sclerosis were able to obtain relief very quickly, frequently in under 12 hours after the first use. In addition to its high level of CBD, laboratory tests revealed that the Natural Selection, Colorado's Otto #1 strain had significant levels of pinene, which is clinically proven to have anti-inflammatory properties.

Harlequin

Harlequin is a high CBD/low-THC strain; it is ideal for patients who wish to treat seizures and muscle spasms without experiencing a euphoric THC-induced high. Natural Selections, Colorado has been carrying this strain since 2014. Patients have noted that this strain significantly reduces inflammation and greatly reduces the number of attacks brought forth by Crohn's disease.

Blue Dream

Blue Dream is a sativa-dominant hybrid that has proven popular among patients suffering from the effects of chemotherapy—chronic pain, nausea, and loss of appetite. It delivers high levels of THC without sedative effects, making it ideal for daytime pain management. The plant has a flowering period of 58 days.

Spectrum #12

Spectrum #12 contains the cannabinoid THC-V (typically found in African landrace strains like Durban Poison) and has made a dramatic effect in the lives of many epilepsy patients. This strain was highly effective with a number of children and adults, who in the past were suffering from over 100 elliptic attacks per day. Many of these same patients have tried the "Charlottes Web" strain, and did not experience nearly as much relief, if any, compared to Natural Selections, Colorado's Spectrum #12 and THC-V combination.

2) Product Transparency

The founders of Natural Selections are committed to transparent and ethical business practices and understand that these practices are particularly essential within the medical cannabis industry.

Natural Selections will only offer quality, lab tested products. The applicant guarantees that all batches of medical cannabis are tested at a certified laboratory for potency, terpenes, metals, pesticides, and microbials, as well as THC/CBD content. The results of these tests will be displayed on the packaging of all products. As per the regulations outlined under 105 CMR 725.105(E), information is placed describing our nutrients, pesticides, ingredients, and recommendations on methods of intake, dosing, batch information and contact information.

Dispensary agents will be trained to explain the significance of laboratory testing results, so they can make accurate recommendations based on a patient's specific ailments and needs.

The applicant will provide extensive educational materials in its RMD as well as on its website. Its website will have an extensive R&D section that posts information on all strains produced along with current testing results. Natural Selections' website will also have a research portal that shares reliable medical journal articles from high profile entities such as GW Pharmaceuticals, so qualifying patients and dispensary agents are able to conduct their own research concerning the medicinal benefits of medical cannabis.

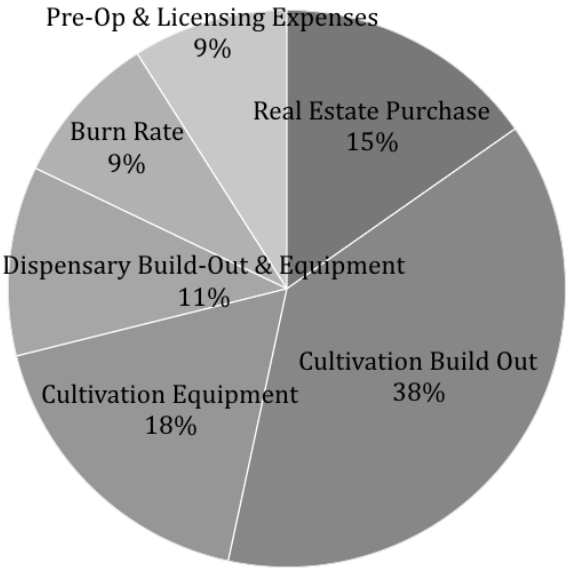
3) Best Practices for Cultivation, Processing, & Manufacturing

Natural Selections is committed to maintaining high standards of production throughout all elements of the cultivation and processing medical cannabis. Chief Operating Officer Aidan O'Donovan will lead the team in managing, tending, and cultivating the plants throughout all stages of the cultivation and dispensing process. O'Donovan has extensive experience in in developing, implementing, and maintaining standard operating procedures for cannabis cultivation and dispensing facilities

The applicant intends to emulate its cultivation strategies at is cultivation facility in Colorado. In contrast to a perpetual harvest cycle, Natural Selections uses a 4-week cycle in which a different flower room is cut down every week. The applicant separates flowering rooms based on the unique needs of each strain group. This strategy prevents the early harvest of immature plants and mitigates many common problems that are associated with strains growing in non-ideal environments. Cannabis grown at the cultivation facilities will be inspected thoroughly to ensure the medicine is free of pathogens and contaminants. Plants will be cultivated with the highest quality, lab tested, state approved fertilizer and pesticides to prevent potential carcinogens and residual contaminants from being consumed. Natural Selections strives to have minimal impact on the environment and on plants. The applicant utilizes as few chemicals as possible and uses clean salt-based nutrients that are extremely low in heavy metal content. These practices ensure the overall quality of finished product.

Capital Expenditure & Project Costs

Natural Selections estimates that it will require approximately **$21MM** in funds to secure final licensing from the Department of Public Health, build out and equip its facilities, and



cover the operation's pre-operating expenses and burn rate.

The company has a purchase agreement lease on a warehouse based in Fitchburg, Massachusetts to use as its cultivation facility and manufacturing/processing lab for **$3.2MMM.** Once the facility has been purchased, the applicant will build out approximately 18,486 square feet of plant canopy space. Based on the market analysis, Natural Selections anticipates that this will be sufficient plant canopy to meet the demand of medical patients for the first three years of operation. The approximate costs for the first phase of the build out, which encompasses electrical upgrades, HVAC architectural drawings and designs, construction and building costs, fire suppression, plumbing, electronic safety and security, and contractor's fees and insurance, will come to **$7.9MM.** The applicant also intends to build out its three dispensary locations, which will come to a total of approximately **$2.07MM.**

Although the bulk of the capital required will be allocated for build out costs, the company also anticipates spending a large portion of its budget **($3.9MM)** to equip its cultivation/manufacturing facility and furnish its three dispensary operations. The applicant intends to replicate its cultivation techniques and strategies utilized at its facilities in Denver, Colorado. While the following list is not exhaustive, it provides an overview of the equipment and supplies that the company will need to purchase in order to launch its initial cultivation operations:

Cultivation Facility Equipment	**Cost**
Grow Benching and Racking	$184,077.00
Fertigation System	$310,000.00
Insulated Panel Enclosures	$1,250,000.00
Cultivation Lighting	$460,000.00
Growing Equipment	
14" Vortex Fan/ Filter	$10,783.50
8" Vortex Fan/Filter	$15,405.00
Exterior HEPA Filter	$1,925.63
16" Oscillating Fan	$12,324.00
Light Hangers	$30,810.00
Clone Equipment	
Clone Trays	$616.20
Clone Dome	$462.15
Water Equipment	
3 gallon pots	$7,702.50
.25 Gallon Pots	$1,540.50
Hydrologic RO system	$40,053.00
1000 Gallon Rez	$5,853.90
100 Gallon Rez	$3,851.25
50 Gallon Rez	$1,925.63
Other	
Flood Tables	$85,497.75
Sanitation Supplies	$6,162.00

Trim Pals - Trim Machine	$52,000.00
Trimming Scissors	$27,636.57
Trim trays & work station	$18,486.00
Packaging Equipment	
Cordless Barcode Scanner	$7,468.16
Straight Razor Blades & Holder	$924.30
NTEP Certified Scale with 0.1g Precision	$17,561.70
Berkley Tec Tool 50 lb Digital Fish Scale	$3,697.20
Security Equipment	
Security System	$540,000.00
Vault/Safe	$200,000.00
Office Equipment	
TV	$11,091.60
PC or Mac Work Station	$18,486.00
Zebra Label Printer	$9,224.51
Workstation Chairs with Casters	$2,772.90
Work Tables & Desks	$7,394.40
Office Supplies	$9,243.00
Delivery Vehicle	$80,000.00
TOTAL	**$3,434,976.34**

Natural Selections has incurred a number of pre-operating expenses associated with the Department of Public Health's licensing process. The applicant has worked closely with a number of Massachusetts-based architects, engineers, and land surveyors to create site plans, floors plans, and land surveys to ensure that the operation is feasible and will be compliant with all zoning regulations. The applicant has also hired a legal team, security team, and a cannabis application/compliance regulation expert to assist with the RFP process. The costs have totaled over **$1.02MM** to date.

Lastly, the company has also allocated funds to cover pre-operating marketing expenses, pre-operating payroll, and working capital to cover the applicant's burn for the first few months of operations before the company turns profitable. Based on the applicant's extensive design/development experience, these pre-operating expenses will total roughly **$1.8MM.**

The applicant has also allocated for a contingency of **$845,000** in case any additional CCC, construction expenses, or unexpected issues arise.

Projected Revenue and Operating Expenses

The company has prepared forward-looking financial statements, basing its projected revenue on its market analysis (described above) and its projected operating expenses and payroll on data points gathered from its facility in Denver, Colorado. Investors will have the opportunity to invest in the business as a vertically integrated unit. Profit and Loss ("P&L") will be calculated based on aggregated numbers from the dispensary, the cultivation facility, and the manufacturing facility. Natural Selections has also prepared a conservative and upside scenario,

indicating how different price points and market conditions may affect its business strategy.

Natural Selections intends to build out the full **18,486 square feet** of flowering canopy in its cultivation facility. After the cultivation facility has been established and the plants have moved through vegetative and flowering cycles, the company will produce approximately **739** pounds of raw flower per month for its first year of operations. The company anticipates selling **337** pounds of flower through its own retail division and then selling the remaining **397** pounds to retail buyers at a wholesale price of **$3,000 per pound.** The company anticipates selling its product to patients in its dispensary for roughly **$400/ounce in the first year of operations, with subsequent price degradation in subsequent years.** Production estimates are based on a yield of 2 pounds per light and an 8-week flowering cycle per plant. The business will also bring in additional revenue from its line of infused products which will include oil, shatter, wax, topicals, and edibles.

Based on these assumptions, the company expects to net **$2.9MM** in Gross Revenue per month for flower sales and an additional **$115,000** per month for the sale of concentrates and infused products. After accounting for the first three months of the cultivation cycle, including drying, curing, and total revenue in Year 1 will come to around **$24MM.**

The company is budgeting for Cost of Goods Sold and consumable expenses, such as direct wages, materials, CO2 equipment, growing supplies, nutrients, and power/electricity, which will increase as a function of the company's plant canopy and harvest. These costs will come to approximately **$3.4MM annually** and will increase as the company increases its plant count and begins to accumulate more revenue. Cost of Goods Sold associated with the processing facility, including solvent costs, packaging, and other costs associated with production, will come to **$35,000** each year.

The company will incur a number of operating expenses including rent, property management, liability and property insurance, point of sale system, security monitoring, and internet and cable to operate the production facility and the retail location; these expenses will be subject to inflation but will otherwise remain fairly flat as the business expands. Natural Selections will also incur monthly fees for professional services, including legal, lobbying, and marketing and advertising. These operating costs will total around **$1.2MM** for the cultivation facility for the first year of operations and will jump up to **$1.3MM** in Year 2. Annual operating costs for the three dispensaries, including rent, marketing, insurance, and electricity, will come to approximately **$612,000.**

Additionally, the company has considered its fixed payroll schedule when calculating its projected EBITDA. Payroll and benefits, which include social security, Medicare, worker's compensation, and health insurance, will amount to **$3.1MM** annually across all divisions of the business.

The company expects to incur a burn rate in its first three months of operations while the first cycle of plants are moving through the vegetative, flowering, and curing phase. The company will be responsible for operating expenses, like rent, consumables, and payroll before it has harvested its first crop. The burn rate will amount to approximately **$518K per month** for the first four months of operations. After the company is harvesting a crop of flowering plant each month, the business will be in the black, netting roughly **$2.7MM** across all of the business divisions each month. Based on these projections, the company plans to net approximately **$10MM** in EBITDA in its first year of operations.

NS AJO Holdings, Inc.

Plan for Obtaining Liability Insurance

This Policy is not applicable, NS AJO Holdings, Inc. (the "**Company**") has obtained, and currently maintains, general liability insurance coverage consistent with 935 CMR 500.105(10).

Diversity Plan

NS AJO Holdings, Inc. (the "**Company**") understands and appreciates the importance of diversity and as such is committed to actively working to ensure a diverse work place is created in the Company.

It is a policy of the Company to promote equity among people of color, particularly Black, African American, Hispanic, Latinx, and Indigenous people, women, veterans, persons with disabilities, and L.G.B.T.Q. + in the operation of the Marijuana Establishment. To the extent permissible by law, the Company will make jobs available to people of color, particularly Black, African American, Hispanic, Latinx, and Indigenous people, women, veterans, persons with disabilities, and L.G.B.T.Q. +, but this does not prevent the Company from hiring the most qualified candidates and complying with all employment laws and other legal requirements.

To this end, the Company will deploy a plan for enhancing diversity and equity within the organization through a number of various outreach efforts. Specifically, as it relates to its own internal practices, the Company will implement the following policies in connection with its diversity plan:

Goals:

(1) The Company endeavors to provide job opportunities to people of color, particularly Black, African American, Hispanic, Latinx, and Indigenous people, women, veterans, persons with disabilities, and L.G.B.T.Q. +. The Company shall seek parity in its work force based on the American Community Survey (ACS) 2010 U.S. Census. ***Workforce availability statistics for the Total Civilian Labor Force in Massachusetts is as follows: Women 49.2% and Minorities 25.2%[1].***

(2) It shall be a goal of the Company to offer ***100% of the Company's opportunities for advancement to management and executive positions internally***, thereby providing opportunities to its diverse workforce, to the extent its workforce has been filled by diverse individuals, for advancement.

(3) It shall be a goal of the Company to ensure that ***one hundred percent (100%)*** of its employees receive ***training on diversity and sensitivity.***

Programs:

To the extent reasonably practicable, the Company shall Implement the following programs:

- In an effort to ensure it has the opportunity to interview, and hire a diverse staff, the Company will post ***monthly notices*** for ***three (3) months*** during the initial hiring process in newspapers of general circulation such as the ***Fitchburg Sentinel & Enterprise and Boston Herald*** and

[1] https://www.mass.gov/files/2017-08/census-2010-workforce-availability.pdf

post **monthly notices** for ***three (3) months*** during the initial hiring process at the municipal offices in Fitchburg and Boston. The aforementioned notices will state that the Company is specifically looking for people of color, particularly Black, African American, Hispanic, Latinx, and Indigenous people, women, veterans, persons with disabilities, or L.G.B.T.Q. +, to work for the Company.

In an effort to ensure the Company meets its goal of offering advancement to management and executive positions internally, the Company shall offer ***100% of the Company's opportunities for*** advancement internally. Additionally, in an effort to ensure that its staff has opportunities to train for management positions, the Company shall offer ***a management training day once a quarter***. This management training day shall be made available to all employees and will allow employee(s) to shadow management and learn how to perform additional duties and responsibilities of management. Additional duties may include, but are not limited to, opening and closing the facility, reviewing inventory and placing orders, staff scheduling requirements and the implementation of certain security and emergency protocols.

All opportunities for management level employment will first be offered internally via notices sent electronically to employees and posted in employee common areas.

- As described above, it is a goal of the Company to seek parity in its workforce. Accordingly, the Company shall form a diversity and equity committee to monitor the Company's progress towards meeting those goals. This committee will meet ***quarterly*** to review and assess the Company's hires and hiring practices. ***Meeting Minutes*** will be provided to the Commission on request and for the Company's annual license renewal application.

- The Company shall require that ***one hundred percent (100%)*** of its employees receive education on diversity, implicit biases and sensitivity within the ***first ninety (90) days of employment and once annually thereafter.*** The Company's educational programs on diversity, implicit biases and sensitivity shall include, but not be limited to: (1) Harassment, Diversity & Sensitivity Training; (2) Sexual Harassment Prevention & Awareness Training; (3) Discrimination Free Workplace; (4) Violence in the Workplace; (5) Harassment in the Workplace (for Management); (6) Diversity and Sensitivity in the Workplace (for Management); (7) Unconscious Bias Training; (8) Ethics; and (9) Drug and Alcohol-Free Workplace.

Measurments:

To the extent reasonably practicable and as allowed by law, the Company shall implement the following measurements:

a. Pursuant to 935 CMR 500.103(4)(a) the Company's diversity and equality committee shall prepare an annual report identifying the Company's efforts to encourage diversity in the work place, in compliance with 935 CMR 500.101(1)(c)(8)(k) and this *Diversity Policy*. Specifically, said report shall identify the demographics of its employee population including but not limited to identifying the gender, race, sexual orientation

and disabled status of its employees without identifying the employee specifically and to the extent each employee is willing to share such information.

Additionally, this report will include the following metrics:

i. Number of individuals from the target demographic groups who were hired and retained after the issuance of a license;

ii. Number of promotions for people falling into the target demographics since initial licensure and number of promotions offered;

iii. Number of jobs created since initial licensure;

iv. Number of job postings in publications with supporting documentation; and

v. Number and subject matter of internal trainings held on diversity, implicit biases and sensitivity and the number of employees in attendance.

The Company affirmatively states that: (1) it acknowledges and is aware, and will adhere to, the requirements set forth in 935 CMR 500.105(4) which provides the permitted and prohibited advertising, branding, marketing, and sponsorship practices of every Marijuana Establishment; (2) any actions taken, or programs instituted, will not violate the Commission's regulations with respect to limitations on ownership or control or other applicable state laws and (3) the Company will be required to document progress or success of this plan, in its entirety, annually upon renewal of its license.

This policy may also be referred to by the Company as the "**Diversity Plan**".

Employee Qualifications and Training

NS AJO Holdings, Inc. (the "**Company**") shall ensure that all marijuana establishment agents complete minimum training requirements prior to performing job functions.

Agents responsible for tracking and entering product into the Seed-to-sale SOR must receive training in a form and manner determined by the Commission.

Company Training Policies shall be as follows:

1. At a minimum, Company employees shall receive a total of eight (8) hours of training annually, which shall include a minimum of four (4) hours of Responsible Vendor Training ("**RVT**") program courses established pursuant to 935 CMR 500.105(2)(b). Basic, on-the-job training, provided by the Company in the ordinary course of business, may be counted toward the eight (8) hour total training requirement.

2. Administrative employees that do not handle or sell marijuana are exempt from the four (4) hour RVT training requirement, but may take a RVT program as part of fulfilling the eight (8) hour training requirement.

3. Training shall be tailored to the roles and responsibilities of the job function of each employee.
4. RVT training may be conducted by the Company or by a third-party vendor

5. All agents that are involved in the handling and sale of marijuana for adult use at the time of licensure or renewal of licensure, as applicable, shall have attended and successfully completed a responsible vendor training program, which shall include the Basic Core Curriculum (as that term is defined in 935 CMR 500.000 *et. seq.*).

6. Once the Company is designated as a "responsible vendor" all new employees involved in the handling and sale of marijuana for adult use shall successfully complete the Basic Core Curriculum training program within ninety (90) days of hire.

7. It shall be a policy of the Company that after initial successful completion of a responsible vendor program, each owner, manager, and employee involved in the handling and sale of marijuana for adult use shall successfully complete the program once every year thereafter to maintain designation as a "responsible vendor."

8. Administrative employees who do not handle or sell marijuana may take the responsible vendor training program on a voluntary basis.

9. The Company shall maintain records of compliance with all training requirements for four (4) years and make them available to inspection by the Commission and any other applicable licensing authority on request during normal business hours.

The Company shall ensure that the Basic Core Curriculum program offered to its employees includes the following:

(a) Marijuana's effect on the human body, including:

   a. Scientifically based evidence on the physical and mental health effects based on the type of marijuana product;

   b. The amount of time to feel impairment;

   c. Visible signs of impairment; and

   d. Recognizing the signs of impairment.

(b) Diversion prevention and prevention of sales to minors, including best practices;

(c) Compliance with all tracking requirements; and

(d) Acceptable forms of identification. Training shall include:

   a. How to check identification;

   b. Spotting and confiscating fraudulent identification;

   c. Patient registration cards currently and validly issued by the Commission;

   d. Common mistakes made in verification; and

   e. Prohibited purchases and practices, including purchases by persons under the age of 21 in violation of M.G.L. c. 94G.

(e) Other key state laws and rules affecting owners, managers, and employees, which shall include:

   a. Conduct of marijuana establishment agents;

   b. Permitting inspections by state and local licensing and enforcement authorities;

   c. Local and state licensing and enforcement;

   d. Incident and notification requirements;

   e. Administrative, civil, and criminal liability;

f. Health and safety standards, including waste disposal

g. Patrons prohibited from bringing marijuana and marijuana products onto licensed premises;

h. Permitted hours of sale;

i. Licensee responsibilities for activities occurring within licensed premises;

j. Maintenance of records, including confidentiality and privacy; and

k. Any other areas of training determined by the Commission to be included in a responsible vendor training program.

The Company shall also ensure that all of its board members, directors, employees, Executives (as that term is defined in 935 CMR 500.002), managers, and volunteers shall:

(a) be 21 years of age or older;

(b) not have been convicted of an offense in the Commonwealth involving the distribution of controlled substances to minors, or a like violation of the laws of another state, the United States or foreign jurisdiction, or a military, territorial, or Native American tribal authority; and

(c) be determined suitable for registration consistent with the provisions of 935 CMR 500.800 and 500.802.

This policy may also be referred to by the Company as the "**Employee Qualification and Training Policy**".

Energy Compliance Plan

NS AJO Holdings, Inc. (the "**Company**") shall meet all applicable environmental laws, regulations, permits and other applicable approvals, including, but not limited to, those related to water quality and quantity, wastewater, solid and hazardous waste management and air pollution control, including prevention of odor and noise pursuant to 310 CMR 7:00: *Air Pollution Control*. The Company will use additional best management practices as determined by the Commission in consultation with the working group established under St. 2017, c. 55 78(b) or applicable departments or divisions of the Executive Office of Energy and Environmental Affairs (the "EOEEA") to reduce energy and water usage, engage in energy conservation and mitigate other environmental impacts, including but not limited to:

- Identification of potential energy use reduction opportunities (such as natural lighting and energy efficiency measures), and a plan for implementation of such opportunities;

- Consideration of opportunities for renewable energy generation including, where applicable, submission of building plans showing where energy generators could be placed on the site, and an explanation of why the identified opportunities were not pursued, if applicable;

- Strategies to reduce electric demand (such as lighting schedules, active load management, and energy storage); and

- Engagement with energy efficiency programs offered pursuant to M.G.L. c. 25, § 21, or through municipal lighting plants.

The Company shall provide energy and water usage reporting to the Commission in a form determined by the Commission, including but not limited to, guidance documents for Best Management Practices for Water Use approved by the Commission on April 4, 2019. The Company shall submit, in connection with its license renewal application, a report of its cultivation energy and water usage over the twelve (12) month period prior to renewing its licensure. If minimum standards or best management practices are not established by the time of an application for initial licensure, the Company will satisfy such standards or best management practices as a condition of license renewal, in addition to any terms and conditions of any environmental permit regulating the licensed activity.

Additionally, the Company shall, at a minimum, be subject to the following energy efficiency and equipment standards:

(a) The building envelope for the Facility shall meet minimum Massachusetts Building Code requirements and all Massachusetts amendments (780 CMR: *State Building Code*), International Energy Conservation Code (IECC) Section C402 or The American Society of Heating, Refrigerating and Air-conditioning Engineers (ASHRAE) Chapters 5.4 and 5.5 as applied or incorporated by reference in 780 CMR: *State Building Code*, except that because this facility will be built using an existing building, the Company may demonstrate

compliance by showing that the envelope insulation complies with code minimum standards for Type Factory Industrial F-1, as may be further defined by guidance issued by the Commission.

(b) If the Company is unable to generate 80% of its total annual on-site energy use for all fuels (expressed on a MWh basis) from onsite or renewable generating sources, renewable thermal generation, as provided in M.G.L. c. 25A § 11F and 11F½, then it shall ensure that its Horticulture Lighting Power Density does not exceed 35 watts per square foot.

(c) The Company shall provide third-party safety certification by an OSHA NRTL or SCC-recognized body, which shall certify that products meet a set of safety requirements and standards deemed applicable to horticultural lighting products by that safety organization as well as certification from a licensed Massachusetts Mechanical Engineer that the HVAC and dehumidification systems meet Massachusetts building code as specified in this 935 CMR 501.120(12)(c) and that such systems have been evaluated and sized for the anticipated loads of the facility (as applicable).

(d) If the Company is unable to generate 80% of its the total annual on-site energy use for all fuels (expressed on a MWh basis) from an onsite clean or renewable generating source, renewable thermal generation, as provided in M.G.L. c. 25A § 11F and 11F½, the Heating Ventilation and Air Condition (HVAC) and dehumidification systems shall meet Massachusetts Building Code requirements and all Massachusetts amendments (780 CMR: State Building Code), IECC Section C.403 or ASHRAE Chapter 6 as applied or incorporated by reference in (780 CMR: *State Building Code*).

(e) Employees and visitors shall be required to wear eye protection near operating horticultural lighting equipment.

(f) Prior to final licensure, the Company shall demonstrate compliance with 935 CMR 500.120(11) and 935 CMR 500.105(15) by submitting an energy compliance letter prepared by a licensed Massachusetts Professional Engineer, Registered Architect or a Certified Energy Auditor or Manager (as certified by the Association of Energy Engineers) with supporting documentation, together with submission of building plans pursuant to 935 CMR 500.103.

This policy may also be referred to by the Company as the "**Energy Compliance Policy**".

Maintaining of Financial Records

NS AJO Holdings, Inc. (the "**Company**") shall keep and maintain records of the Marijuana Establishment in accordance with generally accepted accounting principles. Such records shall be available for inspection by the Commission, upon request and shall include, but not be limited to, all financial records required in any section of 935 CMR 500.000: *Adult Use of Marijuana*, and business records, in accordance with 935 CMR 500.105(e), which shall include manual or computerized records of:

1. Assets and liabilities;

2. Monetary transactions;

3. Books of accounts, which shall include journals, ledgers, and supporting documents, agreements, checks, invoices, and vouchers;

4. Sales records including the quantity, form, and cost of marijuana products; and

5. Salary and wages paid to each employee, or stipend, executive compensation, bonus, benefit, or item of value paid to any persons having direct or indirect control over the marijuana establishment, if any.

Furthermore, consistent with the Company's *Dispensing Policy*, the Company shall implement the following policies for Recording Sales

(a) The Company shall utilize a point-of-sale ("**POS**") system approved by the Commission, in consultation with the Massachusetts Department of Revenue ("**DOR**").

(b) The Company may also utilize a sales recording module approved by the DOR.

(c) The Company shall not utilize any software or other methods to manipulate or alter sales data at any time or under any circumstances.

(d) The Company shall conduct a monthly analysis of its equipment and sales data to determine that no software has been installed that could be utilized to manipulate or alter sales data and that no other methodology has been employed to manipulate or alter sales data. The Company shall maintain records that it has performed the monthly analysis and produce it upon request to the Commission. If the Company determines that software has been installed for the purpose of manipulation or alteration of sales data or other methods have been utilized to manipulate or alter sales data:

    i. it shall immediately disclose the information to the Commission;

    ii. it shall cooperate with the Commission in any investigation regarding manipulation or alteration of sales data; and

iii. take such other action directed by the Commission to comply with 935 CMR 500.105.

(e) The Company shall comply with 830 CMR 62C.25.1: *Record Retention and DOR Directive 16-1* regarding recordkeeping requirements.

(f) The Company shall adopt separate accounting practices at the POS for marijuana and marijuana product sales, and non-marijuana sales.

(g) The Company shall allow the Commission and the DOR audit and examine the POS system used by a retailer in order to ensure compliance with Massachusetts tax laws and 935 CMR 500.000: *Adult Use of Marijuana*;

Following closure of a Marijuana Establishment, the Company shall keep all records for at least two years at the Company's expense and in a form and location acceptable to the Commission.

This policy may also be referred to by the Company as the "**Financial Record Maintenance and Retention Policy**".

NS AJO Holdings, Inc.

Personnel Policies Including Background Checks

NS AJO Holdings, Inc. (the "**Company**") shall implement the following Personnel Policies and Background Check policies:

(1) The Company shall require that all personnel strictly adhere to, and comply with, all aspects of the *Security Policy*, which policy shall be incorporated herein by reference, specifically employee security policies, including personal safety and crime prevention techniques;

(2) The Company shall develop a staffing plan and staffing records in compliance with 935 CMR 500.105(9)(d);

(3) The Company shall develop emergency procedures, including a disaster plan with procedures to be followed in case of fire or other emergencies;

(4) It shall be a policy of the Company that the workplace shall be alcohol, smoke and drug-free;

(5) The Company shall require that all personnel strictly adhere to, and comply with, all aspects of the *Record Retention* and *Financial Record Maintenance and Retention* policies, which policies shall be incorporated herein by reference, specifically regarding the maintenance of confidential information and other records required to be maintained confidentially;

(6) The Company shall immediately dismiss any Marijuana Establishment agent who has:

a. Diverted marijuana, which shall be reported to law enforcement authorities and to the Commission;

b. Engaged in unsafe practices with regard to operation of the Marijuana Establishment, which shall be reported to the Commission; or

c. Been convicted or entered a guilty plea, plea of nolo contendere, or admission to sufficient facts of a felony drug offense involving distribution to a minor in the Commonwealth, or a like violation of the laws of Other Jurisdictions (as that term is defined in 935 CMR 500.002).

(7) The Company shall make a list of all board members and Executives (as that term is defined in 935 CMR 500.002) of the Marijuana Establishment, and members of the licensee (if any), available upon request by any individual. The Company may make this list available on its website.

(8) The Company shall develop policies and procedures for the handling of cash on Marijuana Establishment premises including but not limited to storage, collection frequency, and transport to financial institution(s), as set forth in its *Security Policy*.

(9) The Company shall apply for registration for all of its board members, directors, employees, Executives (as that term is defined in 935 CMR 500.002), managers, and volunteers. All such individuals shall:

a. be 21 years of age or older;

b. not have been convicted of an offense in the Commonwealth involving the distribution of controlled substances to minors, or a like violation of the laws of Other Jurisdictions (as that term is defined in 935 CMR 500.002); and

c. be determined suitable for registration consistent with the provisions of 935 CMR 500.800 and 935 CMR 500.801 or 935 CMR 500.802.

(10) An application for registration of a marijuana establishment agent shall include:

a. the full name, date of birth, and address of the individual;

b. all aliases used previously or currently in use by the individual, including maiden name, if any;

c. a copy of the applicant's driver's license, government-issued identification card, liquor purchase identification card issued pursuant to M.G.L. c. 138, § 34B, or other verifiable identity document acceptable to the Commission;

d. an attestation that the individual will not engage in the diversion of marijuana products;

e. written acknowledgment by the applicant of any limitations on his or her authorization to cultivate, harvest, prepare, package, possess, transport, and dispense marijuana in the Commonwealth;

f. background information, including, as applicable:

1. a description and the relevant dates of any criminal action under the laws of the Commonwealth, or Other Jurisdiction (as that term is defined in 935 CMR 500.002), whether for a felony or misdemeanor and which resulted in conviction, or guilty plea, or plea of nolo contendere, or admission of sufficient facts;

2. a description and the relevant dates of any civil or administrative action under the laws of the Commonwealth, or Other Jurisdiction (as that term is defined in 935 CMR 500.002) relating to any professional or occupational or fraudulent practices;

3. a description and relevant dates of any past or pending denial, suspension, or revocation of a license or registration, or the denial of a renewal of a license or registration, for any type of business or profession, by any federal, state, or local government, or any foreign jurisdiction;

4. a description and relevant dates of any past discipline by, or a pending disciplinary action or unresolved complaint by, the Commonwealth, or Other Jurisdiction (as that term is defined in 935 CMR 500.002) with regard to any professional license or registration held by the applicant;

(b) a nonrefundable application fee paid by the Marijuana Establishment with which the marijuana establishment agent will be associated; and

(c) any other information required by the Commission.

(11) An Executives (as that term is defined in 935 CMR 500.002) of the Company registered with the Department of Criminal Justice Information Systems ("DCJIS") pursuant to 803 CMR 2.04: *iCORI Registration*, shall submit to the Commission a Criminal Offender Record Information ("CORI") report and any other background check information required by the Commission for each individual for whom the Company seeks a marijuana establishment agent registration, obtained within 30 calendar days prior to submission.

a. The CORI report obtained by the Company shall provide information authorized under Required Access Level 2 pursuant to 803 CMR 2.05(3)(a)2.

b. The Company's collection, storage, dissemination and usage of any CORI report or background check information obtained for marijuana establishment agent registrations shall comply with 803 CMR 2.00: *Criminal Offender Record Information (CORI)*.

(12) The Company shall notify the Commission no more than one (1) business day after a marijuana establishment agent ceases to be associated with the Company. The subject agent's registration shall be immediately void when the agent is no longer associated with the Company.

(13) The Company shall require that all agents renew their registration cards annually from the date of issue, subject to a determination by the Commission that the agent continues to be suitable for registration.

(14) After obtaining a registration card for a marijuana establishment agent, the Company shall notify the Commission, in a form and manner determined by the Commission, as soon as possible, but in any event, within five (5) business days of any changes to the information that the establishment was previously required to submit to the Commission or after discovery that a registration card has been lost or stolen.

(15) The Company's agents shall carry their registration card at all times while in possession of marijuana products, including at all times while at the Marijuana Establishment or while transporting marijuana products.

(16) Should any of the Company's agents be affiliated with multiple Marijuana Establishments the Company shall ensure that such agents are registered as a marijuana establishment agent by each Marijuana Establishment and shall be issued a registration card for each establishment.

(17) The Company shall maintain, and keep up to date, an employee handbook that employees will be given copies of at the start of their employment and will be required to attest that they have read and received the same, covering a wide range of topics, including but not limited to: (1) Employee benefits; (2) Vacation and sick time; (3) Work schedules; (4) Confidentiality standards; (5) Criminal background check standards (6) Security and limited access areas; (7) Employee identification and facility access; (8) Personal safety and crime prevention techniques; (9) Alcohol, drug, and smoke-free workplace; and (10) Grounds for discipline and termination. Each Employee shall be required to review the handbook and attest to their understanding and receipt of the same. The Company will review its employee handbook periodically and communicate any changes to its employees.

Personnel Record Keeping

The Company shall maintain the following Personnel Records:

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

2. A personnel record for each marijuana establishment agent. Such records shall be maintained for at least 12 months after termination of the individual's affiliation with the Marijuana Establishment and shall include, at a minimum, the following:

    a. All materials submitted to the Commission pursuant to 935 CMR 500.030(2);

    b. Documentation of verification of references;

    c. The job description or employment contract that includes duties, authority, responsibilities, qualifications, and supervision

    d. 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;

    e. Documentation of periodic performance evaluations;

f. A record of any disciplinary action taken; and

g. Notice of completed responsible vendor and eight (8) hour related duty training.

3. A staffing plan that will demonstrate accessible business hours and safe cultivation conditions (as applicable);

4. Personnel policies and procedures; and

5. All background check reports obtained in accordance with M.G.L. c. 6 § 172, 935 CMR 500.029, 935 CMR 500.030, and 803 CMR 2.00: *Criminal Offender Record Information (CORI)*.

The Company's aforementioned Personnel Records shall be available for inspection by the Commission, on request. All records shall be maintained in accordance with generally accepted accounting principles.

Following closure of the Company's Marijuana Establishment, all records shall be kept for at least two (2) years at the Company's expense, in a form and location acceptable to the Commission.

Staffing Plan

Executive Level:

- CEO;
- CFO; and
- COO.

Management Level:

- Sales Manager;
- Floor Manager; and
- Security Manager.

Staff Level

- Up to fifteen (15) Staff Level Sales Representatives;

Consultant Level

- Attorney / Compliance Officer;
- Human Resources Provider; and
- Up to five (5) Security Officers.

This policy may also be referred to by the Company as the "**Personnel and Background Check Policy**".

NS AJO Holdings, Inc.

Quality Control and Testing for Contaminants

Testing of Marijuana

NS AJO Holdings, Inc. (the "**Company**") shall not sell or otherwise market for adult use any marijuana product, including marijuana, that has not first been tested by an Independent Testing Laboratory, except as allowed under 935 CMR 500.000: *Adult Use of Marijuana*.

In accordance with 935 CMR 500.130(4) and 935 CMR 500.120(6) the Company shall provide documentation of compliance or lack thereof, as the case may be, with the testing requirements of 935 CMR 500.160, and standards established by the Commission for the conditions, including time and temperature controls, necessary to protect marijuana products against physical, chemical, and microbial contamination as well as against deterioration of finished products during storage and transportation (as applicable) for all marijuana and marijuana products sold, or otherwise transferred, to other Marijuana Establishments.

The Company shall engage an Independent Testing Laboratory to test its marijuana products in compliance with the protocol(s) established in accordance with M.G.L. 94G § 15 and in a form and manner determined by the Commission including, but not limited to, *Protocol for Sampling and Analysis of Finished Marijuana and Marijuana Products for Marijuana Establishments, Medical Marijuana Treatment Centers and Co-located Marijuana Operations*. Testing of the Company's environmental media (*e.g.,* soils, solid growing media, and water) shall be performed in compliance with the *Protocol for Sampling and Analysis of Environmental Media for Massachusetts Registered Medical Marijuana Dispensaries* published by the Commission, as applicable.

The Company shall test for the cannabinoid profile and for contaminants as specified and required by the Commission, including but not limited to mold, mildew, heavy metals, plant-growth regulators, and the presence of pesticides not approved for use on marijuana by the Massachusetts Department of Agricultural Resources. In addition to these contaminant tests, final ready-to-sell Marijuana Vaporizer Products shall be screened for heavy metals and Vitamin E Acetate (VEA) in accordance with the relevant provisions of the *Protocol for Sampling and Analysis of Finished Marijuana and Marijuana Products for Marijuana Establishments, Medical Marijuana Treatment Centers and Co-located Marijuana Operations*.

The Company shall notify the Commission within seventy-two (72) hours of receipt in writing, of any laboratory testing results indicating that the marijuana or marijuana products contaminant levels are above acceptable limits established in the protocols identified in 935 CMR 500.160(1) that contamination cannot be remediated, and must be disposed of. The notification from the Company shall describe a proposed plan of action for both the destruction of the contaminated production batch within seventy-two (72) hours, and the assessment of the source of contamination and shall contain any information regarding contamination as specified by the Commission, or immediately upon request by the Commission. The Company shall ensure that notification comes from both the Marijuana Establishment and the Independent Testing Laboratory, separately and directly.

The Company shall maintain the results of all testing for no less than one year. Any marijuana or marijuana products with testing dates in excess of one year shall be deemed expired and may not be dispensed, sold, transferred or otherwise conveyed until retested.

All transportation of marijuana to and from Independent Testing Laboratories providing marijuana testing services shall comply with the Company's *Transportation Policy* and 935 CMR 500.105(13).

All excess marijuana shall be disposed of in compliance with the Company's *Waste Disposal Policy* and 935 CMR 500.105(12), either by the Independent Testing Laboratory returning excess marijuana to the source Marijuana Establishment for disposal or by the Independent Testing Laboratory disposing of it directly.

The seeds are not subject to these testing requirements. Clones are subject to these testing requirements, but are exempt from testing for metals.

Single-servings of Marijuana Products tested for potency in accordance with 935 CMR500.150(4)(a) shall be subject to a potency variance of no greater than plus/minus ten percent (+/- 10%).

If the Company receives notice that the marijuana or marijuana products it has submitted for testing has failed any test for contaminants, it shall either: (1) re-analyze without remediation; (2) take steps remediate the identified contaminants; or (3) dispose of the marijuana or marijuana product and in any event, all actions shall comply with 935 CMR 500.160(13).

Handling of Marijuana

The Company shall handle and process marijuana and marijuana products in a safe and sanitary manner. The Company shall implement the following policies (as applicable to its Marijuana Retail License):

(a) To the extent applicable the Company shall process the leaves and flowers of the female marijuana plant only, which shall be:

1. Well cured and generally free of seeds and stems;

2. Free of dirt, sand, debris, and other foreign matter;

3. Free of contamination by mold, rot, other fungus, pests and bacterial diseases and satisfying the sanitation requirements in 105 CMR 500.000: *Good Manufacturing Practices for Food*, and if applicable, 105 CMR 590.000: *State Sanitary Code Chapter X: Minimum Sanitation Standards for Food Establishments*;

4. Prepared and handled on food-grade stainless steel tables with no contact with the Company's marijuana establishment agents' bare hands; and

5. Packaged in a secure area.

(b) The Company shall comply with the following sanitary requirements:

1. Any marijuana establishment agent whose job includes contact with marijuana or non-edible marijuana products, including cultivation, production, or packaging shall comply with the requirements for food handlers specified in 105 CMR 300.000: *Reportable Diseases, Surveillance, and Isolation and Quarantine Requirements*;

2. Any marijuana establishment agent working in direct contact with preparation of marijuana or non-edible marijuana products shall conform to sanitary practices while on duty, including:

   i. Maintaining adequate personal cleanliness; and

   ii. Washing hands thoroughly in an adequate hand-washing area before starting work, and at any other time when hands may have become soiled or contaminated.

3. The Company shall supply adequate and convenient hand-washing facilities furnished with running water at a suitable temperature. Hand-washing facilities shall be located in the Marijuana Establishment in production areas and where good sanitary practices require employees to wash and sanitize their hands, and shall provide effective hand-cleaning and sanitizing preparations and sanitary towel service or suitable drying devices;

4. The Company shall supply sufficient space for placement of equipment and storage of materials as is necessary for the maintenance of sanitary operations;

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

6. Floors, walls, and ceilings shall be constructed in such a manner that they may be adequately kept clean and in good repair;

7. The Company shall ensure that there will be adequate safety lighting in all processing and storage areas, as well as areas where equipment or utensils are cleaned;

8. Buildings, fixtures, and other physical facilities shall be maintained in a sanitary condition;

9. 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

US 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;

10. All toxic items shall be identified, held, and stored in a manner that protects against contamination of marijuana products. Toxic items shall not be stored in an area containing products used in the cultivation of marijuana. The Commission may require a Marijuana Establishment to demonstrate the intended and actual use of any toxic items found on the premises;

11. The Company's water supply shall be sufficient for necessary operations. Any private water source shall be capable of providing a safe, potable, and adequate supply of water to meet the Marijuana Establishment's needs;

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

13. The Company shall provide its employees with adequate, readily accessible toilet facilities that are maintained in a sanitary condition and in good repair;

14. Products that can support the rapid growth of undesirable microorganisms shall be held in a manner that prevents the growth of these microorganisms; and

15. 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 finished products or their containers.

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

(c) The Company shall comply with sanitary requirements. All edible products shall be prepared, handled, and stored in compliance with the sanitation requirements in 105 CMR 590.000: *State Sanitary Code Chapter X: Minimum Sanitation Standards for Food Establishments*.

This policy may also be referred to by the Company as the "**Quality Control and Testing Policy**".

Record Keeping Procedures

NS AJO Holdings, Inc. (the "**Company**") shall keep and maintain records of the Marijuana Establishment in accordance with generally accepted accounting principles. Such records shall be available for inspection by the Commission, upon request and shall include, but not be limited to, all records required in any section of 935 CMR 500.000: *Adult Use of Marijuana*, in addition to the following:

(a) Written operating procedures as required by 935 CMR 500.105(1);

(b) Inventory records as required by 935 CMR 500.105(8);

(c) Seed-to-sale SOR electronic tracking system records for all marijuana products as required by 935 CMR 500.105(8)(e);

(d) Personnel records as described in the Company's *Personnel and Background Check Policy*, which policy shall be incorporated herein by reference, and as follows:

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 marijuana establishment agent. Such records shall be maintained for at least 12 months after termination of the individual's affiliation with the Marijuana Establishment and shall include, at a minimum, the following:

i. All materials submitted to the Commission pursuant to 935 CMR 500.030(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. Documentation of periodic performance evaluations;

vi. A record of any disciplinary action taken; and

vii. Notice of completed responsible vendor training program and in-house training.

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

d. Personnel policies and procedures, including at a minimum, the following: (a) code of ethics; (b) whistleblower policy; and (c) a policy which notifies persons with disabilities of their rights under https://www.mass.gov/service-details/about-employment-rights or a comparable link, and includes provisions prohibiting discrimination and providing reasonable accommodations; and

e. All background check reports obtained in accordance with M.G.L. c. 6 § 172, 935 CMR 500.029, 935 CMR 500.030, and 803 CMR 2.00: *Criminal Offender Record Information (CORI)*;

(e) Business records as described in the Company's *Financial Record Maintenance and Retention Policy*, which shall include manual or computerized records of the following: (1) assets and liabilities; (2) monetary transactions; (3) books of accounts, which shall include journals, ledgers, and supporting documents, agreements, checks, invoices, and vouchers; (4) sales records including the quantity, form, and cost of marijuana products; and (5) salary and wages paid to each employee, or stipend, executive compensation, bonus, benefit, or item of value paid to any persons having direct or indirect control over the marijuana establishment, if any; and

(f) Waste disposal records as required under 935 CMR 500.105(12), including but not limited to, a written or electronic record of the date, the type and quantity of marijuana, marijuana products or waste disposed or handled, the manner of disposal or other handling, the location of disposal or other handling, and the names of the two (2) Marijuana Establishment Agents present during the disposal or other handling, with their signatures. The Company shall keep these records for at least three (3) years. This period shall automatically be extended for the duration of any disciplinary action and may be extended by an order of the Commission.

All Confidential Information (as that term is defined in 935 CMR 500.002) shall be maintained confidentially including secured or protected storage (whether electronically or in hard copy), and accessible only to the minimum number of specifically authorized employees essential for efficient operation and retention of such records. In any event, the Company shall be authorized to disclose such confidential information as may be required by law.

Following closure of a Marijuana Establishment, the Company shall keep all records for at least two (2) years at the Company's expense and in a form and location acceptable to the Commission.

It shall be a policy of the company that any and all records subject to any disciplinary action shall be retained for the duration of such action, or as otherwise extended by order of the Commission.

This policy may also be referred to by the Company as the "**Record Retention Policy**".

NS AJO Holdings, Inc.

Restricting Access to Age 21 and Older

NS AJO Holdings, Inc. (the "**Company**") shall require that all Marijuana Establishment Agents, Visitors and Consumers of marijuana for adult use (each as defined in 935 CMR 500.002) are 21 years of age or older. The Company will positively identify individuals seeking access to the premises of the Marijuana Establishment, or to whom marijuana or marijuana products are being transported pursuant to 935 CMR 500.105(14) (if applicable) to limit access solely to individuals 21 years of age or older.

Pursuant to 935 CMR 500.140, the Company shall immediately inspect an individual's proof of identification and determine that the individual is 21 years of age or older upon entry to the Marijuana Establishment. The Company shall also inspect an individual's proof of identification at the point of sale and determine that the individual is 21 years of age or older.

The identification shall contain a name, photograph, and date of birth, and shall be limited to one of the following:

1. A driver's license;
2. A government issued-identification card;
3. A military identification card; or
4. A passport.

It shall be a policy of the Company that marijuana and marijuana products for medical use shall only be sold to registered qualifying patients and personal caregivers. The Company shall refuse to sell marijuana to any registered qualifying patient or personal caregiver who is unable to produce a registration card and valid proof of identification, or who does not have a valid certification. The identification shall contain a name, photograph, and date of birth, and shall be limited to one of the following:

1. A driver's license;
2. A government-issued identification card;
3. A military identification card; or
4. A passport.

It shall be a policy of the Company that: (1) if an individual is younger than 21 years old, but 18 years of age or older, he or she shall not be admitted unless they produce an active patient registration card issued by the DPH or the Commission; and (2) if the individual is younger than 18 years old, he or she shall not be admitted unless they produce an active patient registration card and they are accompanied by a Personal Caregiver (as defined in 935 CMR 501.002) with an active patient registration card. In addition to the patient registration card, registered qualifying patients 18 years of age and older and Personal Caregivers must also produce proof of identification. A patient registration card is not sufficient proof of age.

This policy may also be referred to by the Company as the "**Policy to Restrict Access to Persons Age 21 and Older**".

NS AJO Holdings, Inc.

Separating Recreational from Medical Operations

It shall be a policy of NS AJO Holdings, Inc. (the "**Company**") that marijuana and marijuana products for medical use shall only be sold to registered qualifying patients and personal caregivers. The Company shall refuse to sell marijuana to any registered qualifying patient or personal caregiver who is unable to produce a registration card and valid proof of identification, or who does not have a valid certification. The identification shall contain a name, photograph, and date of birth, and shall be limited to one of the following:

1. A driver's license;
2. A government-issued identification card;
3. A military identification card; or
4. A passport.

It shall be a policy of the Company that: (1) if an individual is younger than 21 years old, but 18 years of age or older, he or she shall not be admitted unless they produce an active patient registration card issued by the DPH or the Commission; and (2) if the individual is younger than 18 years old, he or she shall not be admitted unless they produce an active patient registration card and they are accompanied by a Personal Caregiver (as defined in 935 CMR 501.002) with an active patient registration card. In addition to the patient registration card, registered qualifying patients 18 years of age and older and Personal Caregivers must also produce proof of identification. A patient registration card is not sufficient proof of age.

The Company shall physically separate medical and adult-use sales areas. Subject to final approval by the Commission, such separation shall be provided by a temporary or semi-permanent physical barrier, such as a stanchion, that adequately separates sales areas of marijuana or marijuana products for medical use from sales areas of marijuana or marijuana products for adult use for the purpose of patient confidentiality.

The Company shall provide for separate lines for sales of marijuana or marijuana products for medical use from marijuana or marijuana products for adult use within the sales area, provided, however, that the holder of a medical registration card shall be permitted to use either line and shall not be limited only to the medical use line so long as compliance with 935 CMR 501.105(5)(d) can be maintained.

The Company shall adopt separate accounting practices at the point-of-sale for medical and adult-use sales and implement procedures for virtual, i.e., electronic, separation of medical and adult use marijuana and marijuana products, which procedures shall be subject to the Commission's approvals, but may include the use of plant or package tags in the seed-to-sale tracking system.

The Company shall additionally provide a patient consultation area, an area that is separate from the sales floor to allow for confidential visual and auditory consultation with qualifying patients. Such consultation area shall have signage stating "Consultation Area", be separate from the sales area, and accessible by a qualifying patient or caregiver without having to traverse a limited access area.

The Company shall also use best efforts to prioritize patient and caregiver identification verification and physical entry into its retail area.

Pursuant to 935 CMR 500.140(15) the Company shall, as a co-located Medical Marijuana Treatment Center and Marijuana Establishment (together a "Co-located Marijuana Establishment" or "CMO"), strive to ensure access to a sufficient quantity and variety of marijuana products, including marijuana, for patients registered under 935 CMR 501.000: *Medical Use of Marijuana.*

In furtherance of this goal and in an effort to maintain compliance with 935 CMR 500.000 *et. seq.* and 935 CMR 501.000 *et. seq*., as the same may be amended from time to time, the Company shall work diligently to ensure that a sufficient Patient Supply is maintained and to ensure that any time a product must be discontinued that all applicable regulations are followed and its patient population is made aware of the product change.

The Company shall implement the following policies and procedures in furtherance of this policy:

1. The Company shall maintain a quantity and variety of marijuana products for patients registered under 935 CMR 501.000 that is sufficient to meet the demand indicated by an analysis of sales data for the preceding six (6) months as collected and recorded pursuant to 935 CMR 500.140(6) and its *Record Retention Policy*, which policy shall be incorporated herein by reference.

2. On a bi-annual basis, the Company shall maintain and provide to the Commission, accurate sales data collected by the it for the purpose of ensuring an adequate supply of marijuana and marijuana products under 935 CMR 500.140(15)

3. Marijuana products reserved for patient supply shall, unless determined to be unreasonably impracticable by the Company, reflect the actual types and strains of marijuana products documented during the previous six (6) months. If the Company determines that a product must be discontinued, or it is unreasonably impracticable to continue to stock those products, a reasonable substitution shall be made pursuant to this policy. In the event that a substitution must be made, the substitution shall reflect, as closely as reasonably practicable, the type and strain no longer available.

4. On a quarterly basis, the Company shall submit to the Commission an inventory plan to reserve a sufficient quantity and variety of marijuana products for registered patients, based on reasonably anticipated patient needs as documented by sales records over the preceding six (6) months. On each occasion that the supply of any product within the reserved patient supply is exhausted and a reasonable substitution cannot be made, the Company shall submit a report to the Commission in a form determined by the Commission.

5. Marijuana products reserved for patient supply shall be either maintained on site at the retailer or easily accessible at another Company location.

6. If a marijuana product, reserved for patient supply, has been exhausted and the reserves are available, but maintained at another Company location, an adequate amount of reserved product shall be transferred to the retail location within 48 hours of notification that the on-site supply has been exhausted.

7. The Company shall perform audits of patient supply available at its Marijuana Retailer locations on a weekly basis and retain those records for a period of six months.

8. All records and reports produced by the Company shall be available for Commission inspection at any time.

9. If deemed appropriate by Company staff or management, the Company shall transfer marijuana products reserved for medical use to adult use within a reasonable period of time prior to the date of expiration, provided that the product does not pose a risk to health or safety.

This policy may also be referred to by the Company as the "**Policy for Separating Recreational from Medical Operations**".