



Massachusetts Cannabis Control Commission

Marijuana Cultivator

General Information:

License Number: MC282015
Original Issued Date: 06/19/2019
Issued Date: 07/15/2021
Expiration Date: 08/19/2022

ABOUT THE MARIJUANA ESTABLISHMENT

Business Legal Name: SIRA NATURALS, INC.

Phone Number: 617-523-0600 Email Address: AODian@siranaturals.org

Business Address 1: ONE INDUSTRIAL ROAD Business Address 2:

Business City: MILFORD Business State: MA Business Zip Code: 01757

Mailing Address 1: 300 TRADE CENTER DRIVE Mailing Address 2: SUITE 7700

Mailing City: WOBURN Mailing State: MA Mailing Zip Code: 01801

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: RP201855

RMD INFORMATION

Name of RMD: SIRA NATURALS, INC.

Department of Public Health RMD Registration Number: 010

Operational and Registration Status: Obtained Final Certificate of Registration and is open for business in Massachusetts

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: Percentage Of Control: 20

Role: Director Other Role:

First Name: LOUIS Last Name: KARGER Suffix:

Gender: Male User Defined Gender:

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

Specify Race or Ethnicity:

Person with Direct or Indirect Authority 2

Percentage Of Ownership: Percentage Of Control: 20

Role: Director Other Role:

First Name: DAVID Last Name: ROSENBERG Suffix:

Gender: Male User Defined Gender:

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

Specify Race or Ethnicity:

Person with Direct or Indirect Authority 3

Percentage Of Ownership: Percentage Of Control: 20

Role: Director Other Role:

First Name: ERIC Last Name: WARDROP Suffix:

Gender: Male User Defined Gender:

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

Specify Race or Ethnicity:

ENTITIES WITH DIRECT OR INDIRECT AUTHORITY

No records found

CLOSE ASSOCIATES AND MEMBERS

No records found

CAPITAL RESOURCES - INDIVIDUALS

No records found

CAPITAL RESOURCES - ENTITIES

Entity Contributing Capital 1

Entity Legal Name: SIRA NATURALS, INC.

Entity DBA:

Email: MDUNDAS@SIRANATURALS.ORG Phone: 617-833-2077

Address 1: 300 TRADE CENTER DRIVE

Address 2: STE 7700

City: WOBURN State: MA

Zip Code: 01801

Types of Capital: Monetary/Equity, Other Other Type of Capital: Human Capital Total Value of Capital Provided: \$2000000 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 the Marijuana Establishment

Owner First Name: Owner Last Name: Owner Suffix:

Entity Legal Name: Tahoe-Reno Botanicals, LLC Entity DBA: KYND Cannabis Company

Entity Description: Cannabis cultivation

Entity Phone: 775-786-0100 Entity Email: info@washowellness.com Entity Website:

Entity Address 1: 1645 Crane Way Entity Address 2:

Entity City: Sparks Entity State: NV Entity Zip Code: 89431 Entity Country: USA
Entity Mailing Address 1: 1645 Crane Way Entity Mailing Address 2:
Entity Mailing City: Sparks Entity Mailing State: NV Entity Mailing Zip Code: Entity Mailing Country:
89431 USA

Business Interest in Other State 2

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

Owner First Name: Owner Last Name: Owner Suffix:
Entity Legal Name: Tahoe-Reno Extractions, LLC Entity DBA: KYND Cannabis Company
Entity Description: Cannabis manufacturing and production
Entity Phone: Entity Email: Entity Website:
775-786-0100 info@washowellness.com
Entity Address 1: 1645 Crane Way Entity Address 2:
Entity City: Sparks Entity State: NV Entity Zip Code: 89431 Entity Country: USA
Entity Mailing Address 1: 1645 Crane Way Entity Mailing Address 2:
Entity Mailing City: Sparks Entity Mailing State: NV Entity Mailing Zip Code: Entity Mailing Country:
89431 USA

Business Interest in Other State 3

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

Owner First Name: Owner Last Name: Owner Suffix:
Entity Legal Name: Kynd-Strainz, LLC Entity DBA: MYNT Cannabis Company
Entity Description: Dispensary
Entity Phone: Entity Email: Entity Website:
775-686-6968 info@myntcannabis.com
Entity Address 1: 132 E. 2nd Street Entity Address 2:
Entity City: Reno Entity State: NV Entity Zip Code: 89501 Entity Country: USA
Entity Mailing Address 1: 132 E. 2nd Street Entity Mailing Address 2:
Entity Mailing City: Reno Entity Mailing State: NV Entity Mailing Zip Code: Entity Mailing Country:
89501 USA

Business Interest in Other State 4

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

Owner First Name: Owner Last Name: Owner Suffix:
Entity Legal Name: Lemon Aide, LLC Entity DBA: MYNT Cannabis Company
Entity Description: Dispensary
Entity Phone: Entity Email: Entity Website:
775-686-6869 info@myntcannabis.com
Entity Address 1: 340 Lemmon Drive Entity Address 2:
Entity City: Reno Entity State: NV Entity Zip Code: 89506 Entity Country: USA
Entity Mailing Address 1: 340 Lemmon Drive Entity Mailing Address 2:
Entity Mailing City: Reno Entity Mailing State: NV Entity Mailing Zip Code: Entity Mailing Country:
89506 USA

Business Interest in Other State 5

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

Owner First Name: **Owner Last Name:** **Owner Suffix:**
Entity Legal Name: LivFree Wellness LLC **Entity DBA:** The Dispensary
Entity Description: Dispensary
Entity Phone: **Entity Email:** **Entity Website:**
702-476-0420 info@thedispensarynv.com
Entity Address 1: 100 W. Plumb Lane **Entity Address 2:**
Entity City: Reno **Entity State:** NV **Entity Zip Code:** 89509 **Entity Country:** USA
Entity Mailing Address 1: 100 W. Plumb Lane **Entity Mailing Address 2:**
Entity Mailing City: Reno **Entity Mailing State:** NV **Entity Mailing Zip Code:** **Entity Mailing Country:**
89509 USA

Business Interest in Other State 6

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

Owner First Name: **Owner Last Name:** **Owner Suffix:**
Entity Legal Name: LivFree Wellness, LLC **Entity DBA:** The Dispensary
Entity Description: Dispensary
Entity Phone: 702-476-0420 **Entity Email:** **Entity Website:**
info@thedispensarynv.com
Entity Address 1: 50 Gibson Road #170 **Entity Address 2:**
Entity City: Henderson **Entity State:** NV **Entity Zip Code:** 89014 **Entity Country:** USA
Entity Mailing Address 1: 50 Gibson Road #170 **Entity Mailing Address 2:**
Entity Mailing City: **Entity Mailing State:** NV **Entity Mailing Zip Code:** **Entity Mailing Country:**
Henderson 89014 USA

Business Interest in Other State 7

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

Owner First Name: **Owner Last Name:** **Owner Suffix:**
Entity Legal Name: LiveFree Wellness, LLC **Entity DBA:** The Dispensary
Entity Description: Dispensary
Entity Phone: **Entity Email:** **Entity Website:**
702-476-0420 info@thedispensarynv.com
Entity Address 1: 5347 S Decatur Blvd #100 **Entity Address 2:**
Entity City: Las Vegas **Entity State:** NV **Entity Zip Code:** 89118 **Entity Country:** USA
Entity Mailing Address 1: 5347 S Decatur Blvd #100 **Entity Mailing Address 2:**
Entity Mailing City: Las **Entity Mailing State:** NV **Entity Mailing Zip Code:** **Entity Mailing Country:**
Vegas 89118 USA

Business Interest in Other State 8

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

Owner First Name: **Owner Last Name:** **Owner Suffix:**
Entity Legal Name: LivFree Wellness, LLC **Entity DBA:** The Dispensary
Entity Description: Cannabis cultivation, production and manufacturing
Entity Phone: **Entity Email:** **Entity Website:**
702-476-0420 info@thedispensarynv.com
Entity Address 1: 3900 Ponderosa Way **Entity Address 2:**
Entity City: Las Vegas **Entity State:** NV **Entity Zip Code:** 89118 **Entity Country:** USA

Entity Mailing Address 1: 3900 Ponderosa Way Entity Mailing Address 2:
Entity Mailing City: Las Vegas Entity Mailing State: NV Entity Mailing Zip Code: 89118 Entity Mailing Country: USA

Business Interest in Other State 9

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

Owner First Name: Owner Last Name: Owner Suffix:
Entity Legal Name: LivFree Wellness, LLC Entity DBA:
Entity Description: Cannabis cultivation, production and manufacturing
Entity Phone: 702-476-0420 Entity Email: info@thedispensarynv.com Entity Website:
Entity Address 1: 435 Eureka Avenue Entity Address 2:
Entity City: Reno Entity State: NV Entity Zip Code: 89512 Entity Country: USA
Entity Mailing Address 1: 435 Eureka Avenue Entity Mailing Address 2:
Entity Mailing City: Reno Entity Mailing State: NV Entity Mailing Zip Code: 89512 Entity Mailing Country: USA

Business Interest in Other State 10

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

Owner First Name: Owner Last Name: Owner Suffix:
Entity Legal Name: CannaPunch of Nevada, LLC Entity DBA:
Entity Description: Cannabis extraction, manufacturing and distribution
Entity Phone: 702-749-6437 Entity Email: hrnv@cannapunch.com Entity Website:
Entity Address 1: 3790 Paradise Road Entity Address 2:
Entity City: Las Vegas Entity State: NV Entity Zip Code: 89169 Entity Country: USA
Entity Mailing Address 1: 3790 Paradise Road Entity Mailing Address 2:
Entity Mailing City: Las Vegas Entity Mailing State: NV Entity Mailing Zip Code: 89169 Entity Mailing Country: USA

DISCLOSURE OF INDIVIDUAL INTERESTS

No records found

MARIJUANA ESTABLISHMENT PROPERTY DETAILS

Establishment Address 1: One Industrial Road
Establishment Address 2:
Establishment City: Milford Establishment Zip Code: 01757
Approximate square footage of the Establishment: 25000 How many abutters does this property have?: 2
Have all property abutters have been notified of the intent to open a Marijuana Establishment at this address?: Yes
Cultivation Tier: Tier 03: 10,001 to 20,000 sq. ft Cultivation Environment: Indoor

FEE QUESTIONS

Cultivation Tier: Tier 03: 10,001 to 20,000 sq. ft Cultivation Environment: Indoor

HOST COMMUNITY INFORMATION

Host Community Documentation:

Document Category	Document Name	Type	ID	Upload Date
Certification of Host Community Agreement	HOST AGREEMENT CERTIFICATION.pdf	pdf	5c8036abd7a931124ee04968	03/06/2019
Plan to Remain Compliant with Local Zoning	PLAN FOR ZONING COMPLIANCE.pdf	pdf	5c8036f2b411c1126cf043be	03/06/2019
Community Outreach Meeting Documentation	REVISED COMMUNITY OUTREACH MEETING ATTESTATION.pdf	pdf	5ca0e0291e71bd126232fecf	03/31/2019

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.: \$250000

PLAN FOR POSITIVE IMPACT

Plan to Positively Impact Areas of Disproportionate Impact:

Document Category	Document Name	Type	ID	Upload Date
Plan for Positive Impact	POSITIVE IMPACT PLAN.pdf	pdf	5ca0e090d7a931124ee07c74	03/31/2019

ADDITIONAL INFORMATION NOTIFICATION

Notification: I Understand

INDIVIDUAL BACKGROUND INFORMATION

Individual Background Information 1

Role: Other Role:
 First Name: LOUIS Last Name: KARGER Suffix:
 RMD Association: RMD Owner
 Background Question: no

Individual Background Information 2

Role: Other Role:
 First Name: DAVID Last Name: ROSENBERG Suffix:
 RMD Association: RMD Owner
 Background Question: no

Individual Background Information 3

Role: Other Role:
 First Name: ERIC Last Name: WARDROP Suffix:
 RMD Association: RMD Owner
 Background Question: no

ENTITY BACKGROUND CHECK INFORMATION

Entity Background Check Information 1

Role: Other (specify) Other Role: RMD
 Entity Legal Name: SIRA NATURALS, INC Entity DBA:
 Entity Description: MASSACHUSETTS C-CORPORATION
 Phone: 617-833-2077 Email: lkarger@pantherrm.com
 Primary Business Address 1: 300 TRADE CENTER DRIVE Primary Business Address 2: STE. 7700

Primary Business City: WOBURN

Primary Business State: MA Principal Business Zip Code: 01801

Additional Information:

MASSACHUSETTS BUSINESS REGISTRATION

Required Business Documentation:

Document Category	Document Name	Type	ID	Upload Date
Bylaws	Sira Bylaws.pdf	pdf	5c8420032724e81b5255d305	03/09/2019
Department of Revenue - Certificate of Good standing	CERT of GS DOR.pdf	pdf	5c8420058d16491b5c0f9f0d	03/09/2019
Secretary of Commonwealth - Certificate of Good Standing	CERT of GS SoS.pdf	pdf	5c86b36eedbb73122a618cfd	03/11/2019
Articles of Organization	REVISED SIRA ARTICLES OF OPRGANIZATION.pdf	pdf	5ca0e2285d4b0b1b3ebc4b45	03/31/2019

Certificates of Good Standing:

Document Category	Document Name	Type	ID	Upload Date
Secretary of Commonwealth - Certificate of Good Standing	SoS Cert of Good Standing.pdf	pdf	5ea84f25ce51fd2d12e5b386	04/28/2020
Department of Revenue - Certificate of Good standing	MA DOR Certificate of Good Standing 5.18.21.pdf	pdf	60c11e000315ce21928ed753	06/09/2021
Department of Unemployment Assistance - Certificate of Good standing	MA DUA Certificate of Good Standing_Sira Naturals_4.22.21.pdf	pdf	60cb7d57479c6808a91cb2bf	06/17/2021

Massachusetts Business Identification Number: 001312028

Doing-Business-As Name:

DBA Registration City:

BUSINESS PLAN

Business Plan Documentation:

Document Category	Document Name	Type	ID	Upload Date
Business Plan	BUSINESS PLAN.pdf	pdf	5c843062eadf341230f697e4	03/09/2019
Plan for Liability Insurance	PLAN FOR OBTAINING LIABILITY INSURANCE.pdf	pdf	5c8430643d84de123a61310f	03/09/2019
Proposed Timeline	PROPOSED TIMELINE.pdf	pdf	5c843066293a5312448eb08c	03/09/2019

OPERATING POLICIES AND PROCEDURES

Policies and Procedures Documentation:

Document Category	Document Name	Type	ID	Upload Date
Policies and Procedures for cultivating.	POLICIES AND PROCEDURES FOR CULTIVATING.pdf	pdf	5c84345a2724e81b5255d313	03/09/2019
Restricting Access to age 21 and older	RESTRICTING ACCESS TO 21 AND OLDER.pdf	pdf	5c8434d1c4b7a71b66d1483a	03/09/2019

Prevention of diversion	PREVENTION OF DIVERSION.pdf	pdf	5c843506293a5312448eb093	03/09/2019
Storage of marijuana	STORAGE OF MARIJUANA.pdf	pdf	5c843523d7a931124ee0503a	03/09/2019
Inventory procedures	INVENTORY PROCEDURES.pdf	pdf	5c84359cedbb73122a618973	03/09/2019
Personnel policies including background checks	PERSONNEL POLICIES INCLUDING BACKGROUND CHECKS.pdf	pdf	5c8435c83779161b2a87517c	03/09/2019
Record Keeping procedures	RECORD KEEPING PROCEDURES.pdf	pdf	5c8435d6635d511b34751a48	03/09/2019
Maintaining of financial records	MAINTAINING OF FINANCIAL RECORDS.pdf	pdf	5c8435e83183181258e1cd95	03/09/2019
Separating recreational from medical operations, if applicable	PLAN FOR SEPARATING MEDICAL FROM RECREATIONAL OPERATIONS.pdf	pdf	5c86b39c5d4b0b1b3ebc227e	03/11/2019
Diversity plan	Sira Naturals M2 Cultivation Diversity Plan 2020-2021 Updated.pdf	pdf	5ea86a4b0e32c52d2bdcf7a0	04/28/2020
Transportation of marijuana	TRANSPORTATION OF MARIJUANA.pdf	pdf	5ea993fa5fa02a2d3651b3a1	04/29/2020
Security plan	SECURITY PLAN.pdf	pdf	5ea994021cd17834bad60937	04/29/2020
Quality control and testing	QUALITY CONTROL AND TESTING.pdf	pdf	5ea9940bcb1edf34af2dc122	04/29/2020
Qualifications and training	QUALIFICATIONS AND TRAINING.pdf	pdf	5ea994145f1314349d5f6b81	04/29/2020

ATTESTATIONS

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

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

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

Notification: I Understand

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

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

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

ADDITIONAL INFORMATION NOTIFICATION

Notification: I Understand

COMPLIANCE WITH POSITIVE IMPACT PLAN

Progress or Success Goal 1

Description of Progress or Success: See attached document for description of program progress.

COMPLIANCE WITH DIVERSITY PLAN

Diversity Progress or Success 1

Description of Progress or Success: See attached document for description of program progress.

HOURS OF OPERATION

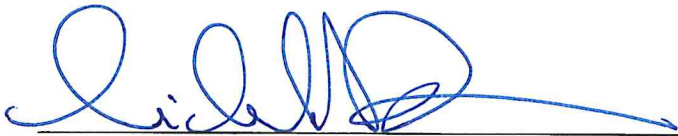
Monday From: Open 24 Hours	Monday To: Open 24 Hours
Tuesday From: Open 24 Hours	Tuesday To: Open 24 Hours
Wednesday From: Open 24 Hours	Wednesday To: Open 24 Hours
Thursday From: Open 24 Hours	Thursday To: Open 24 Hours
Friday From: Open 24 Hours	Friday To: Open 24 Hours
Saturday From: Open 24 Hours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

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, Michael Dundas, President certify as an authorized representative of Sira Naturals, Inc. that the applicant has executed a host community agreement with the Town of Milford pursuant to G.L.c. 94G § 3(d) on March 12, 2018 as amended on September 10, 2018.



Signature of Authorized Representative of Applicant

Host Community

I, Richard A. Villani, Town Administrator, certify that I am the contracting authority or have been duly authorized by the contracting authority for The Town of Milford to certify that the applicant and The Town of Milford has executed a host community agreement pursuant to G.L.c. 94G § 3(d) on March 12, 2018 as amended on September 10 2018.



Signature of Contracting Authority or
Authorized Representative of Host Community

SIRA NATURALS, INC.
PLAN TO REMAIN COMPLIANT WITH LOCAL ZONING

The Town of Milford has adopted a Zoning Ordinance that provides for all adult use cannabis activity with the exception of retail, in the Industrial/Business (IB) zone subject to Site Plan Review (as set forth in Section 1.15 of the town bylaw) by any entity or successor thereto that was licensed or registered by the Commonwealth of Massachusetts and approved to operate in the Town of Milford prior to July 1, 2017 as a Medical Marijuana Treatment Center as defined under Massachusetts law. Sira Naturals, Inc. was registered and approved to operate in the Town of Milford on August 4, 2016 and therefore qualifies as such an entity. The subject property located at One Industrial Road is within the boundaries of the IB zone and is fully compliant with applicable use requirements.

Milford has not promulgated any local licensing requirements for Marijuana Establishments in addition to the requirement of Site Plan Review by the local Planning Board. Sira Naturals, Inc. will continue to engage local stakeholders, including civic leaders, Law Enforcement, Fire, and Building Departments, the local Board of Health, Public Education officials, and the community to ensure that the proposed adult-use facility is at all times in compliance with local codes, ordinances, and bylaws.

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, MICHAEL DUNDAS, *(insert name)* attest as an authorized representative of SIRA NATURALS, 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 OCTOBER 4, 2018 *(insert date)*.
2. A copy of a notice of the time, place, and subject matter of the meeting, including the proposed address of the Marijuana Establishment, was published in a newspaper of general circulation in the city or town on SEPTEMBER 22, 2018 *(insert date)*, which was at least seven calendar days prior to the meeting. A copy of the newspaper notice is attached as Attachment A *(please clearly label the newspaper notice in the upper right hand corner as Attachment A and upload it as part of this document)*.
3. A copy of the meeting notice was also filed on SEPTEMBER 19, 2018 *(insert date)* with the city or town clerk, the planning board, the contracting authority for the municipality, and local licensing authority for the adult use of marijuana, if applicable. A copy of the municipal notice is attached as Attachment B *(please clearly label the municipal notice in the upper right-hand corner as Attachment B and upload it as part of this document)*.
4. Notice of the time, place and subject matter of the meeting, including the proposed address of the Marijuana Establishment, was mailed on SEPTEMBER 20, 2018 *(insert date)*, which was at least seven calendar days prior to the community outreach meeting to abutters of the proposed address of the Marijuana Establishment, and residents within 300 feet of the property line of the petitioner as they appear on the most recent applicable tax list, notwithstanding that the land of any such owner is located in another city or town. A copy of one of the notices sent to abutters and parties of interest as described in this section is attached as Attachment C *(please clearly label the municipal notice in the upper right hand corner as Attachment C and upload it as part of this document; please only include a copy of one notice and please black out the name and the address of the addressee)*.

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.



MICHAEL DUNDAS
CEO, SIRA NATURALS, INC

From: [Sira Grant](#)
To: aneves@townofmilford.com
Bcc: [O dian, Andrea](#)
Subject: Sira Naturals Municipal Cost Letter
Date: Thursday, April 22, 2021 3:50:00 PM
Attachments: [Sira Naturals Municipal Cost Request Milford.pdf](#)

Good afternoon,

Attached please find a letter to the Town regarding Sira Naturals, Inc.'s Medical Marijuana Treatment Center and Marijuana Establishment license renewals with the Cannabis Control Commission. If you have any questions, please do not hesitate to reach out.

Sincerely,

Sira

Sira R. Grant, Esq.

Senior Associate

Smith, Costello & Crawford
Public Policy Law Group.

One State Street, 15th Floor
Boston, MA 02109

O: 617-523-0600

M: 978-979-6484

www.publicpolicylaw.com

From: [Amy Neves](#)
To: [Sira Grant](#)
Cc: [Richard Villani](#)
Subject: RE: Sira Naturals Municipal Cost Letter PUBLIC RECORDS REQUEST
Date: Monday, April 26, 2021 1:59:14 PM
Attachments: [image001.png](#)

Good afternoon.

Our Public Records Officer is Richard Villani, and I will be forwarding your request to him for these records.

I did search the records in our office to see if we had any for Sira Naturals within the last four years and we have no DBA certificates on file in our office.

I am not sure if other offices would have any licenses on file such as Board of Health, Building & Inspections or Select Board, but they would be able to provide Mr. Villani the information if they did have any on file.

Have a pleasant day.

Regards,

Amy E. Hennessy Neves

Town Clerk
Town Clerk's Office
Town of Milford
52 Main Street (Room 12)
Milford, MA 01757
508.634.2307
508.634.2324 (fax)



 Please consider the environment before printing this e-mail.

PUBLIC RECORDS NOTICE: Please be advised that the Massachusetts Secretary of State considers email to be a public record, and therefore subject to the Massachusetts Public Records Law, M.G.L. c. 66 § 10.

CONFIDENTIALITY NOTICE: This e-mail message, including any attachments, is for the sole use of the intended recipient's and may contain confidential or proprietary information. Any unauthorized review, use, disclosure or distribution is prohibited under the 201 CMR 17 of M.G.L c. 93H. If you are not the intended recipient, immediately contact the sender by reply e-mail and destroy all copies of the original message.

From: Sira Grant <SGrant@publicpolicylaw.com>
Sent: Thursday, April 22, 2021 3:50 PM
To: Amy Neves <aneves@townofmilford.com>
Subject: Sira Naturals Municipal Cost Letter

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

Good afternoon,

Attached please find a letter to the Town regarding Sira Naturals, Inc.'s Medical Marijuana Treatment Center and Marijuana Establishment license renewals with the Cannabis Control Commission. If you have any questions, please do not hesitate to reach out.

Sincerely,

Sira

Sira R. Grant, Esq.

Senior Associate

Smith, Costello & Crawford

Public Policy Law Group.

One State Street, 15th Floor

Boston, MA 02109

O: 617-523-0600

M: 978-979-6484

www.publicpolicylaw.com

From: [Richard Villani](#)
To: [Sira Grant](#)
Subject: Sira Naturals, Inc.
Date: Wednesday, May 5, 2021 4:37:38 PM
Attachments: [image001.png](#)
[Request from Smith, Costello & Crawford re Sira Naturals.pdf](#)

Attorney Grant: Please be advised the Town of Milford does not have any records responsive to your Public Records Request dated April 22, 2021 (copy attached).

You may appeal this response to the Supervisor of Records within 90 days.

Richard A. Villani
Town Administrator
Town of Milford
52 Main Street (Room #11)
Milford, MA 01757
508.634.2303 p
508.634.2324 f



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Areas of Disproportionate Impact Positive Impact Plan

1. **Goal:** To advise and assist the following types of cannabis entrepreneurs on all aspects of starting a cannabis business.
 - a. Past or present residents of the geographic “areas of disproportionate impact,” which have been defined by the Commission;
 - b. Commission-designated Economic Empowerment Priority applicants;
 - c. Commission-designated Social Equity Program participants¹;
2. **Programs:** The Sira Accelerator (the “Program”). Please see a description of the Program below.
3. **Measurements:** The Program will be assessed annually and measured by the following criteria:
 - a. Number of groups accepted to the Program that meet the Goal criteria (Plan Groups);
 - b. Progress of Plan Groups through various stages of the Program;
 - c. Number of Plan Groups that successfully complete the Program;
 - d. Qualitative surveys of Program participants to gauge their perceptions of the Program;
 - e. Number of cannabis licenses given to Program participants;
 - f. Number of businesses owned or controlled by Program Groups.

A Program Snapshot document will aggregate these measurement results and be kept on file for inspection by the Commission on demand.

Acknowledgments

1. Specifically named organizations have been contacted and can receive the donation you plan on making or will work with the proposed establishment in the furthering of its goals;
2. The applicant 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, by the applicant will not violate the Commission’s regulations with respect to limitations on ownership or control or other applicable state laws.

The Sira Accelerator

In June 2018, Sira Naturals launched the Sira Accelerator, a small business advisory program designed to leverage Sira Naturals infrastructure, experience and expertise to help small cannabis businesses accelerate their product development cycle and get them to market, either through our retail and wholesale distribution network, or on their own. This program provides material advantages for small cannabis entrepreneurs who face sizable obstacles to getting started in the regulated cannabis industry. While the Sira Accelerator accepts applications from any small cannabis business, the program gives

¹ Eligibility for the Social Equity Program includes Massachusetts residents who have past drug convictions, and Massachusetts residents with parents or spouses who have drug convictions.

priority status in its application process to Economic Empowerment-eligible, social equity program-eligible, and women, minority and veteran owned businesses.

This market-based program serves as a model for other Marijuana Establishments in our combined effort to level the playing field for disproportionate impact, economic empowerment, social justice, and small businesses generally. Every participant has an incentive to ensure the success of these businesses.

Sira Naturals does its best work in areas where it has developed a core competency. As one of the largest RMD groups in the Commonwealth, and one of the few with experience dating back to 2013, Sira is qualified to advise, educate and inform potential cannabis license applicants on a variety of cannabis business issues, including but not limited to:

1. Business Plan Development
2. Business and Sales Training
3. Regulatory Compliance
4. Cannabis Licensing
5. Fundraising Advice
6. Market Research
7. Launch Strategy
8. Strategic Partnerships Identification & Introduction
9. Sales Support
10. Operations, Logistics & Packaging
11. Management Team Setup
12. Advisory Board & Mentors
13. Company set up (form of entity)
14. Bank Account Setup
15. State and Local Business License (other than licenses specific to cannabis)
16. Office Space
17. Employee Hiring and Human Resources
18. Accounting & Bookkeeping Services
19. Website (RWD) Design and Development, Hosting, Maintenance
20. Digital Media Strategy
21. Advertising – Digital, TV, Radio, Print
22. Tradeshow Identification
23. Public Relations
24. Print Collateral -- Brochure/Catalogs
25. Lead Generation and Sales Support
26. Accounting services

Each Program participant is at a different stage of their company life-cycle and therefore has different needs. The Program tailors its offerings to the specific needs of each participant. Likewise, the Program does not have a set length of time. It fluctuates depending on the stage of each participant and the progress made.

Please find additional materials that further describe the Sira Accelerator program attached to this Plan.



Accelerating Ideas, Empowering Communities.

At Sira Naturals, we believe that the Cannabis Industry has a responsibility to affect positive change in communities disproportionately impacted by drug enforcement policies of the past. This newly emerging and regulated industry should be a wealth of opportunity for all.

That is why we created The Sira Accelerator,
A SOCIAL EQUITY FIRST PROGRAM
that brings the ideas of small businesses to life.



HERE'S HOW

- Economic Empowerment Applicants and Area of Disproportionate Impact receive priority status in the application process
- Accelerator Startups gain access to world-class lab technology, commercial-grade kitchen space, and executive mentorship.
- Sira Naturals provides all Accelerator Startups premium cannabis oil, an invaluable ingredient in the product development process.
- Developing and launching safe, quality products with great efficiency is our top priority.
 - » **WHY?** Putting real revenue into the pockets of our startups as fast as possible gives them the opportunity to grow into the business they were born to be.



“As an Economic Empowerment applicant, the barriers to entry in the cannabis industry are extremely high. This program is so valuable helping our company make the transition into the regulated marketplace.”
— Leah Samura, 612 Studios



“When we moved to Massachusetts we chose Holyoke as our new community because we believe that the cannabis industry has the potential to give back to disproportionately impacted communities. We want to be a part of that movement.”
— Audrey Park, Hothouse Holyoke

Marijuana-infused lubricant is hitting the shelves in Mass.



PURIENT/SIRA NATURALS

By [Felicia Gans](#) | GLOBE STAFF MARCH 01, 2019

The marijuana industry is about to get sexier.

A cannabis-infused lubricant is hitting dispensary shelves this week for the first time in Massachusetts, and the product’s creators hope it revolutionizes the way people think about marijuana.

“We designed Purient to kind of be the end-all-be-all to this whole category. It’s stronger than other products that even try to come close to what we’re doing. It’s designed to be more effective,” said Sieh Samura, who created the lubricant alongside his wife, Leah.

The Samuras, who live in Mattapan, started their business, 612 Studios, in February 2018, and began working with the [Sira Accelerator program](#) in October to turn their idea, already several years in the making, into a reality.

The accelerator program, engineered by Sira Naturals, was launched to help cannabis entrepreneurs and companies scale their products and get them into the market. Purient is the first product to launch from the program.

Though 612 Studios has quite some time before it can receive a manufacturing license — the Samuras have not yet submitted a full application to the Cannabis Control Commission — Sira has licensed the recipe and intellectual property to manufacture and sell the product in the company’s dispensaries.

“It puts their product on the shelf faster, they get exposure in the marketplace for it, they build their brand, and not

only that, they get a piece of every sale of their product,” said Michael Dundas, president and CEO of Sira Naturals.

Medical marijuana patients can buy Purient at Sira’s medical dispensaries in Cambridge, Somerville, and Needham, starting Friday.

The inspiration for Purient, which costs \$50 for a 5-milliliter bottle, came from a variety of places. For one thing, the Samuras been together for more than 23 years — since they were teenagers.

“You have to make the bedroom more exciting,” Leah Samura said. “That’s just a given.”

Like other topical cannabis products, Purient Bedroom Cannabis comes with instructions about the recommended dosage and ways to apply the product.

The Samuras expect most people to experience “more of a body high” than the psychoactive high that comes with smoking marijuana, though all marijuana products can affect people differently.

“The first time that you use it, you have a little pep in your step the next day,” Leah Samura said.

Dundas said 612 Studios is also believed to be the first economic empowerment applicant from the state to earn money from the regulated cannabis industry. The company was approved as an economic empowerment applicant in May 2018.

Sira currently has three final licenses from the state for adult-use manufacturing, cultivating, and transporting. Sira leaders are awaiting the “commence operations” notices from the state that will allow the company to distribute the product to any recreational marijuana store that wishes to sell it.

Felicia Gans can be reached at felicia.gans@globe.com. Follow her on Twitter [@FeliciaGans](https://twitter.com/FeliciaGans).

OPINION | MICHAEL DUNDAS

How Massachusetts can finally break down the cannabis color barrier



STEVEN SENNE/AP PHOTO

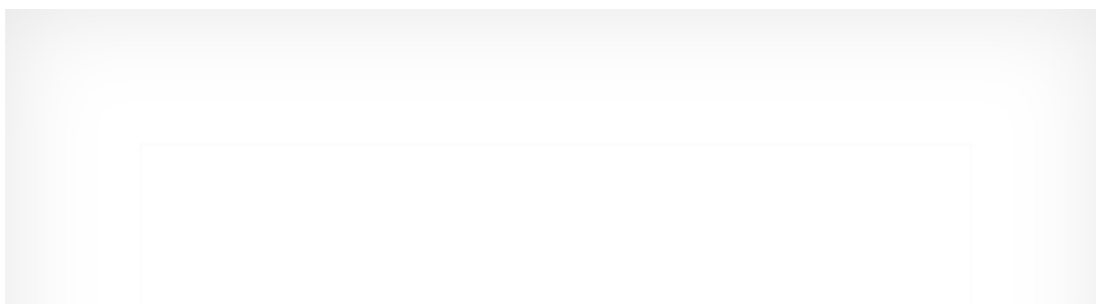
Head grower Mark Vlahos tends to cannabis plants at Sira Naturals medical marijuana cultivation facility, in Milford, July 2018.

By Michael Dundas JANUARY 08, 2019

The regulated cannabis industry is transforming an underground economy into a dynamic engine of commercial activity. But as the lines snaked around the first adult-use cannabis retail stores over the past month, something was obviously missing: participation in the industry by the [economic empowerment](#) community. Economic empowerment is a public policy goal that seeks to harness the emergence of regulated cannabis to help redress some of the egregiously unfair outcomes that were enabled by cannabis prohibition.

The numbers tell the story: Of the 247 current Massachusetts license applications, only four are certified economic empowerment applicants. It isn't surprising that none of the 76 provisional and 16 final licenses granted by the Cannabis Control Commission are economic empowerment applicants. Only 3 percent of all recreational license applicants qualify as minority owned businesses.

ADVERTISING



The barriers to entry in the regulated cannabis industry are enormous, and for small and minority businesses they are often insurmountable. At my organization, Sira Naturals, it has taken millions of dollars, countless hours of my own pro bono legal work, and access to a network of successful professionals with significant expertise to get off the ground. These are noteworthy advantages not shared by most economic empowerment applicants.

Part of the purpose behind cannabis legalization is to reverse the trend of disproportionate impact that prohibition created. The authors of the ballot question and legislators who passed recreational cannabis rightly anticipated these issues by weaving economic empowerment objectives directly into the law. The Cannabis Control Commission and local cities and towns seeking to implement these legislative goals should be applauded for their attempts. So far, such approaches have focused on giving qualified businesses priority in the licensing process, reducing application fees, and creating social equity training programs. While such policies are a great beginning, they are not enough to meaningfully assist small businesses in earning revenue.

It's time for the regulated cannabis industry to do what we do best: grow. The big players in the marketplace should partner with small cannabis companies that are being launched by economic empowerment applicants, social equity applicants, and women, minority, and veteran-owned businesses. We can use our established networks to help small companies get access to capital as well as to professional services like compliance, accounting, and marketing.

We are not talking about handouts. Instead, we can harness the power of the market by aligning economic incentives for everyone to succeed. Inspired by the efforts of the commission and the greater cannabis community, we recently launched the Sira Accelerator, a program that offers cannabis entrepreneurs an immediate path-forward in product development, slicing through barriers to entry, and accelerating them to profitability. We provide access to lab and kitchen technology, workspace, and executive mentorship. The Sira Accelerator also provides a path for retail and wholesale distribution that would take years for these small companies to build on their own. In exchange Sira takes a small equity stake in our participating companies.

One company in the program is [612 Studios. Founded by Leah and Sieh Samura](#), a dynamic husband-and-wife team, 612 Studios is at the forefront of creating real social equity and ownership in the local cannabis economy. Leah Samura has been a dedicated community technology instructor and program manager for local nonprofits in Roxbury. Sieh Samura is a combat veteran who served in the Iraq War, and a vocal cannabis consumer rights activist. This type of partnership between established market participants, and small players eager to get into the market is a win for customers, regulators, and policy makers.

Regulated cannabis can and should include small entrepreneurs — like the Samuras — who you would find in any dynamic startup community, from microbrewers to high-tech titans. We should be welcoming these innovators into the regulated marketplace, both to harness their expertise and to allow them to unleash their value potential. Our collective success will ensure the vitality of the regulated cannabis industry in Massachusetts and achieve an elusive public policy objective.

Michael Dundas is president and CEO of Sira Naturals, Inc., which operates three medical cannabis dispensaries in Massachusetts and was the first cannabis company in the country to start a cannabis business accelerator program aimed at economic empowerment startups, the Sira Accelerator.

THE NATION'S FIRST CANNABIS BUSINESS ACCELERATOR ACCEPTS ITS INAUGURAL ROUND OF APPLICANTS

First participants made up exclusively of women, economic empowerment, and minority owned small businesses.

MILFORD, MA October 3, 2018 – Sira Naturals, Inc., a Massachusetts-based registered marijuana dispensary (RMD) group, has accepted the inaugural class of applicants into the *Sira Accelerator* program, its small-business accelerator designed to help entrepreneurs navigate and succeed within the emerging regulated cannabis industry.

From an initial response of more than 400 applicants, three groups were chosen based on the quality of the teams and viability of the products. The three companies include: Healing Tree Edibles, a women-owned producer of craft cannabis infused edibles and pet snacks based on Cape Cod; Hothouse Holyoke, an aspiring craft cannabis cultivator and product manufacturer based in the disproportionately impacted community of Holyoke; and 612 Studios, an Economic Empowerment applicant based in Boston that produces a women's and couples' cannabis infused products line.

“We looked at hundreds of inspiring and enthusiastic entrepreneurs during our application process, and these three successful applicants have demonstrated a vision and dedication to their work that is second to none.” said Michael Dundas, president and chief executive officer of Sira Naturals. “Sira Naturals is grateful to have the opportunity to share what we have learned throughout our journey as an organization, and to accelerate these small businesses to enormous success. Many of the other groups that applied showed tremendous potential and we hope to work with many of them in the future.”

“We are very excited about this opportunity and I can't wait to start working.” said Leah Samura, one member of the husband and wife team that makes up 612 Studios. “As an Economic Empowerment applicant, the barriers to entry in the cannabis industry are extremely high. This program is so unique and valuable in how it can help our company make the transition to the regulated marketplace.”

“When we moved to Massachusetts we deliberately chose Holyoke as our new community,” said Audrey Park, co-founder of Hothouse Holyoke which has applied to the Cannabis Control Commission for Cultivation and Product Manufacturing licenses. “We believe that the cannabis industry has the economic potential to give back to disproportionately impacted communities and we want to be a part of this movement.”

“This is truly a historic moment in the cannabis industry,” said Michelle Bennett, founder of Healing Tree Edibles. “For a small business like mine, the Accelerator offers the potential to reach a much wider market than I could achieve on my own,” she said. Healing Tree currently manufactures cannabidiol-infused pet treats.

The goal of the program is to provide cannabis entrepreneurs an immediate path-forward in product development, slicing through barriers to entry, and accelerating them to profitability. The *Sira Accelerator* provides access to world-class lab technology, workspace, and executive mentorship. Additionally, each small-business receives an allotment of Sira Naturals-produced

cannabinoid substrate, or cannabis oil, that is invaluable to product development, and often the most prohibitive hurdle for these small businesses to overcome.

About 612 Studios

612 Studios LLC is a cannabis product manufacturing company based in Boston, which is at the forefront of encouraging real social equity and ownership in the local cannabis economy. 612 Studios was founded by Leah and Sieh Samura, a dynamic husband and wife team with a passion for positive change. Mrs. Samura has been a dedicated community technology instructor and program manager for local nonprofits in Roxbury. Mr. Samura is a combat veteran who served in the Iraq War, and a vocal cannabis consumer rights activist.

About Healing Tree Edibles

Healing Tree Edibles is a small producer of naturally delicious cannabis edibles based on Cape Cod. Its mission is to provide patients with a healthy alternative to medicating by providing organic, non-GMO, low sugar, and gluten free options. Our motto is "A Healthy Way to Healing."

About Hothouse Holyoke

Hothouse Holyoke is a cannabis cultivator and product manufacturer startup that is poised to be one of the first mom-and-pop cannabis kitchens in the Commonwealth of Massachusetts. It will offer consumers a line of unique, edibles that are micro-dosed and allergen-friendly. Founded by former school teachers Audrey Park and Lucas Wiggins, Hothouse Holyoke aims to be an active part of a newly forming cannabis business community in Holyoke, Massachusetts.

About the Sira Accelerator

Launched in July 2018, the Sira Accelerator assists entrepreneurs in accessing the emerging regulated cannabis industry by giving them a platform from which to launch their cannabis businesses. The 12-week program provides motivated entrepreneurs with cannabis infusions workspace, infusible cannabinoid substrate, and expert advice, while leveraging the Sira Naturals, Inc. infrastructure to bring innovative infused products to market quickly. For more information, visit siraaccelerator.com.

About Sira Naturals

Sira Naturals, Inc. is the largest vertically integrated cannabis provider in Massachusetts. It operates a cultivation and product manufacturing facility as well as three retail dispensaries in the communities of Cambridge, Somerville and Needham. Sira Naturals is a mission driven organization dedicated to the provision of premium cannabis, sustainably grown and sold with integrity. For more information, visit siranaturals.org.

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BOSTON-BASED 612 STUDIOS LAUNCHES PURIENT BEDROOM CANNABIS, THE FIRST PRODUCT DEVELOPED BY ECONOMIC EMPOWERMENT ORGANIZATION IN MASSACHUSETTS

CAMBRIDGE, MA March 1, 2019 – [612 Studios, LLC](#), a Massachusetts-based Marijuana Infused Product formulations company, today announced the first recorded sale of product developed by an Economic Empowerment Organization as part of the Massachusetts regulated cannabis marketplace. The product sold to mark the historic occasion, Purient™ Bedroom Cannabis™, was developed by 612 Studios, a startup from Boston currently seeking a Massachusetts cannabis product manufacturer license as an Economic Empowerment applicant. The transaction took place at 10:15am at Sira Naturals' medical marijuana dispensary in Cambridge, MA.

Purient Bedroom Cannabis is a product that was developed by 612 Studios and produced in the Sira Accelerator program. The Sira Accelerator is a cannabis business advisory program that assists small companies in bringing their infused product ideas into the regulated marketplace. While 612 Studios awaits approval to operate from the Cannabis Control Commission, it has licensed its product formulation and branding to Sira Naturals, a Registered Marijuana Dispensary for sale to medical marijuana patients. Purient Bedroom Cannabis is the first product to launch from the Sira Accelerator.

“To see Purient being handed to a smiling patient is a very fulfilling experience.” said Leah Samura, co-founder of 612 Studios. “It is remarkable when considering just how quickly we went from concept to finished product. Breaking into the cannabis industry can feel impossible, especially for minority-owned businesses, but through the Sira Accelerator we were able to take a meaningful step towards our ultimate success. To be generating sales revenue after only five months in development means we can now begin to grow our business in a way that we control.”

Now available at Sira Naturals locations in Cambridge, Somerville and Needham, Purient Bedroom Cannabis is a personal lubricant and massage oil infused with premium cannabis, scientifically formulated to enhance users' intimate experiences in a safe and holistic way.

“This morning's purchase of the first Purient package was the result of a fruitful collaboration between 612 Studios and the Sira Accelerator Program,” said Ashlyn Plunket, executive director of The Sira Accelerator, “by bringing this first Accelerator-driven product to the medical market, we realize our mission – to lower the barriers to entry into the regulated cannabis market for small business and to generate real revenue for entrepreneurs as rapidly as possible.”

About 612 Studios

612 Studios, LLC is a cannabis product formulations company based in Boston, which is at the forefront of encouraging real social equity and ownership in the local cannabis economy. 612 Studios was founded by Leah and Sieh Samura, a dynamic husband and wife team with a passion for positive change. Mrs. Samura was raised in Boston and serves as a program manager in Roxbury for local non-profits. Mr. Samura is a combat veteran who served in Iraq and is a vocal cannabis consumer rights activist. 612 Studios is committed to formulating cannabis products

that are focused on developing the health and well-being of individuals, couples and communities. Leah and Sieh are active members of the vibrant cannabis activist community, and continually seek to share their knowledge and experience to help build lasting relationships and create a better world. For more information, visit [the 612 Studios website](#).

About the Sira Accelerator

Launched in July 2018, the Sira Accelerator assists entrepreneurs in accessing the emerging regulated cannabis industry by giving them a platform from which to launch their cannabis businesses. The program provides motivated entrepreneurs with cannabis infusions workspace and expert advice, while leveraging the Sira Naturals, Inc. infrastructure to bring innovative infused products to market quickly. For more information, visit [siraaccelerator.com](#).

About Sira Naturals

Sira Naturals, Inc. is one of the largest vertically integrated cannabis providers in Massachusetts. It operates a medical marijuana cultivation and product manufacturing facility as well as three retail medical marijuana dispensaries in the communities of Cambridge, Somerville and Needham. Sira Naturals is a mission driven organization dedicated to the provision of premium cannabis, sustainably grown and sold with integrity. For more information, visit [siranaturals.org](#).

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SIRA ACCELERATOR PROGRAM OVERVIEW

The Problem:

The regulated cannabis industry is on a dramatic growth trajectory. Across the United States, regulated cannabis products are expected to generate nearly \$25 billion in sales by 2021. The Massachusetts market is expected to approach \$1.5 billion. However, barriers to entry are still insurmountably high for most entrepreneurs. Capital formation is difficult, facility design and building costs are high, regulatory compliance requires developed skill and expertise, and access to reliable commercial-grade cannabis substrate is expensive and difficult.

The Solution:

The Sira Accelerator Program: The Future of Cannabis Innovation for Entrepreneurs in Massachusetts.

The program provides motivated entrepreneurs with workspace and expertise to conduct research and development on their cannabis business ideas. The goal is to give cannabis entrepreneurs a platform from which to launch their businesses. Entrepreneurs retain ownership and control of their businesses, granting Sira Naturals a small equity stake in return for participating in the program. The Program will sustain up to four cohorts per year. Priority application status will be automatically given to (a) past or present residents of the geographic “areas of disproportionate impact,” which have been defined by the Commission; (b) Commission-designated Economic Empowerment Priority applicants; and (c) Commission-designated Social Equity Program participants.

"We believe that the future of the cannabis industry rests upon the enthusiasm and creativity of motivated, socially and environmentally conscious entrepreneurs who will recognize, and embrace, both the benefits and the challenges inherent in bringing responsible, professional infused products to market. We are looking for teams that share this vision. The Sira Accelerator was created to empower them to succeed."

- Mike Dundas, CEO, Sira Naturals, Inc.

SIRA ACCELERATOR APPLICATION GUIDELINES

The cannabis industry is expanding at an incredible pace. Sira Naturals, Inc. is animated by our mission to provide **premium** products, **sustainably** produced and sold with **integrity**. We believe in the responsible, professional development of the cannabis industry to help facilitate its transformation from an illicit activity to a safe and well-regulated marketplace.

The nature of cannabis infused products and how they act on the human body necessitates a measured, responsible product design and development methodology. Product quality, homogeneity and dosing are issues that present challenges in infused product development. We are also motivated to create form factors that do not appeal to young people and discourage inappropriate impairment.

The Sira Accelerator is looking to influence and accelerate responsible infused product development while simultaneously assisting cannabis entrepreneurs in being at the tip of the spear of cannabis innovation.

Want to be a part of the very first Sira Accelerator class?

For this first class, we're looking for teams of 2-4 highly motivated cannabis product developers, who have formed (or are about to form) a company and apply for a Marijuana Establishment license, ideally with a prototype product that has the potential to change the cannabis landscape for the better.

So who do we look for?

In short, you are a multi-disciplinary team with an articulable product idea and prototype willing to immerse yourself in a rigorous, 12-week collaborative experience combining product development, entrepreneurship, and cannabis business creation. You are scrappy entrepreneurs who have already started down the path of developing your product. You have a working prototype, a clear idea of where it fits in the marketplace, and the right team to take it forward.

Does your product fit the portfolio?

We are a mission driven organization. The Sira Naturals mission revolves around *premium* products, *sustainably* produced and sold with *integrity*. We are looking for products that are aligned with these ideals. Products must also be innovative, shelf stable, and have unique marketable attributes. Products should not be appealing to young people or prone to abuse. We look at form factor, dosing, cannabinoid and terpene profile, method of administration, packaging concepts, marketing story and other product attributes to determine portfolio fit.

Are you a for-profit company?

Not a project, not a non-profit, and not an idea you're exploring. We choose teams that have the potential to make money. This is because we believe that the way to maximize impact is to build scalable and sustainable businesses that generate returns. Speaking of businesses, you must have

formed or be immediately ready to form an official business entity to apply to the Sira Accelerator. Don't know how? We can help you do it.

Is your team the right team, and are you ready?

We love teams that have worked together before because team problems are the leading cause of failure in startups. If you haven't worked with your co-founders before that's okay, but we will dig into your team that much more. We look for teams whose founders' skill sets complement one another. We believe the best teams combine the attributes of technical expertise, business skill, and storytelling.

We want teams that are coachable, who are open to the process of failing fast and applying what they learn so they can succeed sooner. We want teams that are collaborative, who are open to the accelerator process, and are willing to embrace the journey that other entrepreneurs are currently on. We want to make sure you have the right mindset to persevere in the face of ambiguity and failure and support your co-founders as well as the other entrepreneurs on the same journey as you.

So, are you a team of highly motivated cannabis product developers, with a company that seeks to be a marijuana business, with a prototype product or product line that is ready to be taken to the next level? Great. Then we can't wait to hear from you. Whether or not you're one of the groups we accept, we've designed the process so that you can learn something about your venture at each step.

Good luck, and we can't wait to create something incredible together.

FREQUENTLY ASKED QUESTIONS

What investments does the Sira Accelerator make in its Accelerator portfolio companies?

We provide Sira Accelerator businesses (Portfolio Companies) with access to technical, human and intellectual capital to fuel the success of their business. Upon acceptance to the Sira Accelerator program, every Portfolio Company will attend an intensive orientation to the program. Topics include: general cannabis infusion concepts; product development methodology; Massachusetts regulatory compliance; and the basics of starting a cannabis business. From there Portfolio Companies will gain access to the Sira Naturals state-of-the-art workspace in Milford MA. The Sira Accelerator staff will be available to advise Portfolio Companies on an as-needed basis.

The Sira Accelerator does not make direct financial investments into our portfolio companies, but we can be very helpful in finding people who might.

How much does it cost?

If admitted, portfolio companies will be responsible for paying all program costs, including but not limited to: (1) background check and registration costs (\$750 per person); (2) product testing costs which can be up to \$500 per sample tested. It is reasonable to expect that some portfolio companies may want to test their product as many as six times or more prior to completing the program. There may be other costs associated with the Sira Accelerator program, however, the program does not charge for use of the Sira Naturals workspace or the cannabis substrate (oil). Any additional costs will be purely administrative in nature and will be passed along to applicants at cost. The Sira Accelerator is not looking to profit from the program itself. The Sira Accelerator *is* looking to profit from the success of the portfolio companies. Your success is our success!

What kind of groups do you accept?

For the moment, the Sira Accelerator will accept teams working to produce a cannabis infused product. This could include edibles, topicals or other infused form factors. The initial workspace is an infusions kitchen, not a cultivation room and not an extractions laboratory. We hope to broaden the program to include additional cannabis products in the future. We prefer to accept groups of 2-4 people because groups are more often successful at navigating the challenges of the cannabis startup space. We will however make rare exceptions for individuals if warranted by the feasibility, desirability, and viability of the proposed product(s).

What if my group has not formed a company yet?

We prefer to accept applications from groups that have already formed a company, but we will make rare exceptions. While we may make exceptions for those wishing to apply, all applicants that are selected as Portfolio Companies must have a plan for forming a company by the end of the *application* process in order to qualify.

Do you accept groups that are competitive with each other?

We do our best to avoid accepting competitive groups into the same program cohort. However, with the growing number of infused product companies and as the program matures, it is possible that there may be competitive groups in the Sira Accelerator network. In the event there is a group in the Sira Accelerator portfolio that's competitive, we work tirelessly to ensure there is no exchange of sensitive data.

Why does the Sira Accelerator want stock in my new company?

Like you, we're entrepreneurs. We think that the learning, networking, and mentoring provided by the program is of tremendous value. The Sira Accelerator program will provide you with an incredible head start and greatly improve your chances for success and sustainability. Once we invest our time and effort, we're motivated to help you succeed by introducing you to people who can help, assisting you with strategy, finding investors, and generally helping you win all along your entrepreneurial journey. That's a good deal for both of us.

Is my company "too far along" to apply to the Sira Accelerator?

Probably not. We accept companies that have fully developed products and help make them better. We can also help with the business model, introductions, financing and more. It depends on a number of factors including the product, the market, and the business strategy. On the other end of the spectrum, there is such a thing as too early. We only accept companies that have a clear idea of what they would like to produce. This almost always means they have a prototype product, a deep understanding of their target market, and a well-defined business plan.

Can I stop by your office to say hello?

While we appreciate persistence, we advise you not to stop by our offices without an appointment. This is not a good example of persistence on your part and it will negatively influence your application. We are happy to consider taking an appointment, so please contact us instead at accelerator@siranaturals.org.

Do I have to be in the Sira Accelerator location for the entire duration of the Program?

Yes. We do require that you be primarily based in the metro-Boston area during the program. This benefits you because you can take advantage of the learning opportunities, networking and coaching that will be provided. The amount of serendipity and camaraderie that is developed during the program may surprise you. The Sira Accelerator is a major commitment, and we expect you to be around most of the time. However, it's your company, you call the shots, so traveling as necessary for business or family requirements is okay by us.

What else does the Sira Accelerator provide? Office space, internet, legal, hosting, etc.?

We provide our sophisticated manufacturing facility tricked out with a number of technical goodies. We provide access to our experts to advise and collaborate on taking your idea from prototype to marketable product. We provide our refined commercial-grade cannabinoid substrate (high quality cannabis oil) as a raw ingredient for your product development. We also

provide introductions to our network of experienced cannabis entrepreneurs and investors to help you develop your business model and perhaps even find funding. We do not provide office space.

Can I take my infused product with me when I finish the program?

No. The program operates pursuant to the medical and adult-use marijuana regulations. Any prototype product that you create can be tested for quality, consistency, purity and dosing, but it cannot be removed from the Sira Naturals facility.

What sort of control am I giving up by granting equity to the Sira Accelerator?

None. The Sira Accelerator wants to help you launch and participate in your success. In a nutshell, we aren't looking for any special or controlling interests in your company. We won't ask for a board seat or for any uncommon investor rights. You will run the show.

How can we get funded after the Sira Accelerator ends?

Near the end of the program, we'll organize an Investor Demo Day where potential investors will check out your product(s) and listen to your pitch. We'll coach you so you're as effective as possible and do everything we can do help get you funding.

I'm a single founder. Can I get accepted into the Sira Accelerator, or do you only look for teams?

While we don't screen out applications just because they have a single founder, it does make things more difficult. We look for great, balanced teams who have a full range of skills. We strongly advise you to seek co-founders who balance your skillset. For example, if you're a strong product developer, you might consider adding someone with business and/or marketing experience. If you're a great business evangelist with no product developer, it's very unlikely we'll accept you into the program, so go find a rock star product developer to join you.

How does the Sira Accelerator choose which companies to accept into the program?

We are a mission driven organization. The Sira Accelerator mission revolves around *premium* products, *sustainably* produced and sold with *integrity*. We will choose great founders who are proposing products that create value in harmony with this mission. Products must also be innovative, shelf stable, and have unique marketable attributes. Products should not be appealing to young people or prone to abuse. We look at form factor, dosing, cannabinoid and terpene profile, method of administration, packaging concepts, marketing story and other product attributes to determine portfolio fit.

We love teams that have worked together before because team problems are the leading cause of failure in startups. If you haven't worked with your co-founders before that's okay, but we will dig into your team that much more. We look for teams whose founders' skill sets complement each other. We believe the best teams combine the attributes of technical expertise, design thinking, business skill, and storytelling.

For us, it's about the team. Because of this reason, we're less likely to accept single founder companies. The best things you can do to strengthen your application are:

1. Round out your team with business, technical, and other necessary skills.
2. Make progress on your prototype or product and reference it in the application.
3. Show us you've really thought about your business and have gotten off your butt to do something about it.
4. Demonstrate early traction or provide data points to validate your core assumptions.

Is my age a factor in your selection process?

Every member of your team must be at least 21 years old. Other than that, no.

What time specifically do applications close?

Applications are accepted on a rolling basis and it's never too early to apply. If you don't make it into one cohort, you may make it into the next one. It's always better to be on the list early.

Do I need to send in a business plan?

A business plan is not required, but it is highly advisable. Remember, we will be evaluating your potential to succeed in the highly competitive cannabis marketplace. If you have not yet prepared a business plan, you are likely not ready for the Sira Accelerator.

I'm concerned that if I apply, you won't protect my intellectual property. Should I be worried about this?

We're certainly not in the business of stealing ideas, and we treat application data as confidential information. Each year we will see hundreds of applications and many of them include similar ideas. For this and other practical reasons, please don't ask us to sign an NDA. Our application does not ask for your "secret sauce" and there is no reason you have to disclose this to us if you're not comfortable doing so. We hope that our reputation speaks for itself on this topic.

Do you ever offer internships to people interested in the Sira Accelerator?

Yes, apply to be an Associate.

Are there any restrictions or grounds for dismissal relating to the Sira Accelerator program?

Remember, we operate in a highly regulated industry. Regulatory compliance is ALWAYS our number one priority. There are circumstances that could result in immediate dismissal from the program. But the rules are simple, just adhere to the regulations and all should be well.

Other questions, comments, or concerns?

Didn't find the answer you were looking for? Send us an email at accelerator@siranaturals.org and we'll get back to you ASAP!

AMENDED & RESTATED BY-LAWS

OF

SIRA NATURALS, INC.
(a Massachusetts corporation)

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ARTICLE I
SHAREHOLDERS

Section 1. Annual Meeting. The Corporation shall hold an annual meeting of shareholders at a time fixed by the Directors. The purposes for which the annual meeting is to be held, in addition to those prescribed by the Articles of Organization, if any, 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 Amended and Restated By-Laws (these “**By-Laws**”) or the time for an annual meeting is not fixed in accordance with these By-Laws to be held within thirteen (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: (a) 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 ten percent (10%), 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; and (b) may be called by the Chief Executive Officer, the President or by the Directors. 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 I.

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 (7) nor more than sixty (60) calendar 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 By-Laws 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 By-Laws 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 By-Laws, a voting group includes all shares of one or more classes or series that, under the Articles of Organization or Mass. Gen. L. Ch. 156D, 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: (i) 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 (ii) 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: (a) in person; (b) by appointing a proxy in writing to vote or otherwise act for him or her; or (c) by appointing his or her attorney-in-fact in writing. An appointment of a proxy or attorney-in-fact is effective when received by the Secretary or other officer or agent authorized to tabulate votes. Unless otherwise provided in the form appointing the proxy or attorney-in-fact, a proxy or attorney-in-fact is valid for a period of eleven (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 or attorney-in-fact shall not affect the right of the Corporation to accept the proxy’s or attorney-in-fact’s authority. A transferee for value of shares subject to an irrevocable proxy or attorney-in-fact 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 or the attorney-in-fact’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 By-Laws or a

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

Section 9. Action without Meeting by Written Consent.

(a) Action taken at a shareholders' meeting may be taken without a meeting if the action is taken either: (i) by all shareholders entitled to vote on the action; or (ii) 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 sixty (60) calendar 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 (7) 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: (i) 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 (ii) 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 seventy (70) calendar 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 one hundred twenty (120) calendar days after the date fixed for the original meeting.

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

of Directors may adopt. Shareholders, proxyholders and attorneys-in-fact not physically present at a meeting of shareholders may, by means of remote communications: (i) participate in a meeting of shareholders; and (ii) 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: (x) 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, proxyholder or attorney-in-fact; (y) the Corporation shall implement reasonable measures to provide such shareholders, proxyholders and attorneys-in-fact 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 (z) if any shareholder, proxyholder or attorney-in-fact 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, proxy, attorney-in-fact or other agent of any shareholder shall be considered given if it is in writing, dated and signed and, 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, attorney-in-fact or agent or by a person authorized to act for the shareholder, proxy, attorney-in-fact or agent; and (ii) the date on which such shareholder, proxy, attorney-in-fact, 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 (2) business days after notice is given of the meeting for which the list was

prepared and continuing through the meeting: (i) 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 (ii) 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 By-Laws, to copy the list, during regular business hours and at his or her expense, during the period it is available for inspection.

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

ARTICLE II

DIRECTORS

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

Section 2. Number and Election. The Board of Directors shall consist of one or more individuals, with the number fixed by the shareholders at the annual meeting or by the Board of Directors. The number of directors constituting the Board of Directors shall initially be fixed at five (5) until the first annual meeting of stockholders. Except as otherwise provided in these By-Laws or the Articles of Organization, the Directors shall be elected by the shareholders at the annual meeting.

Section 3. Vacancies. If a vacancy occurs on the Board of Directors, including a vacancy resulting from an increase in the number of Directors: (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. Chairman of the Board and Vice-Chairman of the Board. The Board of Directors may appoint: (a) a Chairman of the Board; and (b) a Vice-Chairman of the Board. The Chairman of the Board, if any, shall preside at all meetings of the Board of Directors and of the stockholders at which such person shall be present. If the Board of Directors appoints a Chairman of the Board, he or she shall also perform such duties and possess such powers as are assigned by the Board of Directors and as may be provided by law. If the Board of Directors appoints a Vice-Chairman of the Board, he or she shall, in the absence or disability of the Chairman of the Board, perform the duties and exercise the powers of the Chairman of the Board

and shall perform such other duties and possess such other powers as may from time to time be vested by the Board of Directors.

Section 5. Change in Size of the Board of Directors. The number of Directors may be fixed or changed from time to time 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.

Section 6. Tenure. The terms of all Directors shall expire at the next annual shareholders' meeting following their election. A decrease in the number of Directors does not shorten an incumbent Director's term. The term of a Director elected to fill a vacancy shall expire at the next shareholders' meeting at which Directors are elected. Despite the expiration of a Director's term, he or she shall continue to serve until his or her successor is elected and qualified or until there is a decrease in the number of Directors.

Section 7. Resignation. A Director may resign at any time by delivering written notice of resignation to the Board of Directors, the Chairman of the Board, or to the Corporation. A resignation is effective when the notice is delivered unless the notice specifies a later effective date.

Section 8. Removal. Except as otherwise provided in any written agreement to which the Corporation is a party: (a) the shareholders may remove one or more Directors with or without cause; (b) a Director may be removed for cause by the Directors by vote of a majority of the Directors then in office; and (c) 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 9. 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 10. 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 11. Notice. Special meetings of the Board must be preceded by at least 24 hours' 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 12. 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 13. 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 14. 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 15. 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 16. Meetings Not in Person. 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 17. 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 11 through 16 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 By-Laws; 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 19 of this Article.

Section 18. Compensation. The Board of Directors may fix the compensation of Directors.

Section 19. 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: (i) in good faith; (ii) with the care that a person in a like position would reasonably believe appropriate under similar circumstances; and (iii) 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: (i) 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; (ii) legal counsel, public accountants, or other persons retained by the Corporation, as to matters involving skills or expertise the Director reasonably believes are matters (x) within the particular person's professional or expert competence or (y) as to which the particular person merits confidence; or (iii) 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 20. 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:

(i) 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;

(ii) 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

(iii) 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: (i) 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 (ii) another entity of which he or she is a director, officer, manager 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 (i) 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 By-Laws. 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 21. Loans to Directors. The Corporation may not lend money to, or guarantee the obligation of a Director of, the Corporation unless: (a) the specific loan or guarantee is approved by a majority of the votes represented by the outstanding voting shares of all classes, voting as a single voting group, except the votes of shares owned by or voted under the control of the benefited Director; or (b) the Corporation's Board of Directors determines that the loan or guarantee benefits the Corporation and either approves the specific loan or guarantee or a general plan authorizing loans and guarantees. The fact that a loan or guarantee is made in violation of this Section shall not affect the borrower's liability on the loan.

ARTICLE III

MANNER OF NOTICE

All notices hereunder shall conform to the following requirements:

Section 1. Written Notice. Notice shall be in writing unless oral notice is reasonable under the circumstances. Notice by electronic transmission is written notice.

Section 2. Method of Notice. Notice may be communicated in person; by telephone, voice mail or other electronic means; by mail; by electronic transmission; or by messenger or delivery service. If these forms of personal notice are impracticable, notice may be communicated by a newspaper of general circulation in the area where published; or by radio, television, or other form of public broadcast communication.

Section 3. Effectiveness of Notice; General. Written notice, other than notice by electronic transmission, if in a comprehensible form, is effective upon deposit in the United States mail, if mailed post-paid and correctly addressed to the shareholder's address shown in the Corporation's current record of shareholders.

Section 4. Effectiveness of Electronic Notice. Written notice by electronic transmission, if in comprehensible form, is effective: (a) if by facsimile telecommunication, when directed to a number furnished by the shareholder for the purpose; (b) if by electronic mail, when directed to an electronic mail address furnished by the shareholder for the purpose; (c) 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 (iii) 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.

Section 5. Other Effectiveness of Notice. Except as provided in Sections 3 and 4 of the Article III, written notice, if in a comprehensible form, is effective at the earliest of the following: (a) when received; or (b) on the date of publication if notice by publication is permitted.

Section 6. Effectiveness of Oral Notice. Oral notice is effective when communicated if communicated in a comprehensible manner.

ARTICLE IV

OFFICERS

Section 1. Enumeration. The Corporation shall have a Chief Executive Officer, 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 By-Laws, including, but not limited to, one or more Vice Presidents, Assistant Treasurers and Assistant Secretaries.

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 By-Laws or, to the extent consistent with these By-Laws, 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. Chief Executive Officer. The Chief Executive Officer shall have the duties and responsibilities as customarily belong to the office of Chief Executive Officer and shall have charge of the affairs of the Corporation subject to the supervision of the Board of Directors. Unless a Chairman of the Board and/or Vice-Chairman of the Board is elected by the Board of Directors, the Chief Executive Officer shall preside at all meetings of the stockholders, and if the Chief Executive Officer is a director, at all meetings of the Board of Directors.

Section 8. President. The President shall, subject to the direction of the Board of Directors and the Chief Executive Officer, have general charge and supervision of the day-to-day operations and business of the Corporation. Unless the Board of Directors has designated the Chairman of the Board or another officer as Chief Executive Officer, the President shall be the Chief Executive Officer of the Corporation. The President shall perform such other duties and shall have such other powers as the Board of Directors and/or the Chief Executive Officer may from time to time prescribe. The President shall execute bonds, mortgages and other contracts requiring a seal, under the seal of the Corporation, except where required or permitted by law to be otherwise signed and executed and except where the signing and execution thereof shall be expressly delegated by the Board of Directors to some other officer or agent of the Corporation.

Section 9. Vice Presidents. Any Vice President shall perform such duties and possess such powers as the Board of Directors or the Chief Executive Officer or President may from time to time prescribe. In the event of the absence, inability or refusal to act of the Chief Executive Officer and the President, the Vice President (or if there shall be more than one, the Vice Presidents in the order determined by the Board of Directors, or in the absence of any determination, then in the order of their election) shall perform the duties of the Chief Executive Officer and President (as applicable) and when so performing shall have all the powers of and be subject to all the restrictions upon the President. The Board of Directors may assign to any Vice

President the title of Executive Vice President, Senior Vice President or any other title selected by the Board of Directors.

Section 10. 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 11. 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 12. 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: (i) 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 (ii) legal counsel, public accountants, or other persons retained by the Corporation as to matters involving skills or expertise the officer reasonably believes are matters (x) within the particular person's professional or expert competence or (y) 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: (i) Chief Executive Officer or the President; and (ii) by the Treasurer or the Secretary. 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 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: (a) give a bond, sufficient in its opinion, with or without surety; and/or (b) indemnify the Corporation, against any loss or claim which may arise by reason of the issue of the new certificate.

ARTICLE VI

CORPORATE RECORDS

Section 1. Records to be Kept.

(a) The Corporation shall keep as permanent records minutes of all meetings of its shareholders and Board of Directors, a record of all actions taken by the shareholders or Board of Directors without a meeting, and a record of all actions taken by a committee of the Board of Directors in place of the Board of Directors on behalf of the Corporation. The Corporation shall maintain appropriate accounting records. The Corporation or its agent shall maintain a record of its shareholders, in a form that permits preparation of a list of the names

and, addresses of all shareholders, in alphabetical order by class of shares showing the number and class of shares held by each. The Corporation shall maintain its records in written form or in another form capable of conversion into written form within a reasonable time.

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

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

(ii) its By-Laws and all amendments and/or restatements to them currently in effect;

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

(iv) the minutes of all shareholders' meetings, and records of all action taken by shareholders without a meeting, for the past three (3) years;

(v) all written communications to shareholders generally within the past three years, including the financial statements furnished under Section 16.20 of the MBCA for the past three (3) years;

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

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

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 (5) 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 (5) business days before the date on which he or she wishes to inspect and copy:

(i) 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 1;

(ii) 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

(iii) 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) of this Section 1 only if:

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

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

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

(iv) 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)(iii) of this Article by providing the shareholder with a list of shareholders that was compiled no earlier than the date of the shareholder's demand.

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

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

ARTICLE VII

INDEMNIFICATION

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

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

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

"Disinterested Director", a Director who, at the time of a vote or selection referred to in Section 4 of this Article, is not: (a) a party to the proceeding, or (b) 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", all reasonable expenses incurred by a Party in connection with a Proceeding, includes counsel fees.

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

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

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

Section 2. Indemnification of Directors and Officers.

(a) Except as otherwise provided in this Section 2, the Corporation shall indemnify to the fullest extent permitted by law an individual who is a party to a Proceeding because he or she is a Director or officer against liability incurred in the Proceeding if:

(i) (x) he or she conducted himself or herself in good faith; (y) 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 (z) in the case of any criminal proceeding, he or she had no reasonable cause to believe his or her conduct was unlawful; or

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

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

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

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

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

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

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

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

(a) if there are two or more Disinterested Directors, by the Board of Directors by a majority vote of all the Disinterested Directors, a majority of whom shall for such purpose constitute a quorum, or by a majority of the members of a committee of two (2) or more Disinterested Directors appointed by vote;

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

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

Section 5. Notification and Defense of Claim; Settlements.

(a) In addition to and without limiting the foregoing provisions of this Article and except to the extent otherwise required by law, it shall be a condition of the Corporation's obligation to indemnify under Section 2 of this Article (in addition to any other condition provide in these By-Laws or by law) that the Party asserting, or proposing to assert, the right to be indemnified, must notify the Corporation in writing as soon as practicable of any Proceeding or investigation involving such Party for which indemnity will or could be sought, but the failure to so notify shall not affect the Corporation's obligation to indemnify except to the extent the Corporation is adversely affected thereby. With respect to any Proceeding as to 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 the applicable Party. After notice from the Corporation to such Party of its election so to assume such defense, the Corporation shall not be liable to such Party for any legal or other expenses subsequently incurred by such Party in connection with such Proceeding or investigation other than as provided below in this subsection (a). The applicable Party shall have the right to employ his or her own counsel in connection with such 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 Party unless: (i) the employment of counsel by such Party has been authorized by the Corporation; (ii) counsel to such Party shall have reasonably concluded, in a writing provided to the Corporation, that there may be a conflict of interest or position on any significant issue between the Corporation and such Party in the conduct of the defense of such Proceeding or investigation; or (iii) the Corporation shall not in fact have employed counsel to assume the defense of such Proceeding or investigation, in each of which cases the Expenses of counsel for such Party 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 the applicable Party, to assume the defense of any claim brought by or in the right of the Corporation or as to which counsel for such Party shall have reasonably made the conclusion provided for in clause (ii) above.

(b) The Corporation shall not be required to indemnify any applicable Party 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 (2) 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 or investigation without the applicable Party's written consent unless such settlement: (i) includes a full release of the applicable Party from all claims comprising the Proceeding or investigation; (ii) does not in any manner indicate that the applicable Party contributed to or was responsible for the cause of any claims comprising the Proceeding or investigation; or (iii) does not impose any obligations upon the applicable Party or requires the applicable Party to take any action. Neither the Corporation nor such Party will unreasonably withhold their consent to any proposed settlement.

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

Section 7. Application of this Article.

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

(b) This Article shall not limit the Corporation's power to: (i) 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 (ii) indemnify, advance expenses to or provide or maintain insurance on behalf of an employee or agent.

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

(d) Each person who is or becomes a Director or officer shall be deemed to have served or to have continued to serve in such capacity in reliance upon the indemnity provided for in this Article. All rights to indemnification under this Article shall be deemed to be provided by a contract between the Corporation and the person who serves as a Director or officer of the Corporation at any time while these By-Laws 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

Section 1. General. These By-Laws amend and restate, in their entirety, the By-laws of the Corporation adopted on June 13, 2013, as amended to date. The power to make, amend or repeal these By-Laws shall be in the shareholders. If authorized by the Articles of Organization, the Board of Directors may also make, amend or repeal these By-Laws 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 By-Laws, requires action by the shareholders.

Section 2. Notice of Amendment; Repeal by Shareholders. 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 who would have been entitled to vote on amending the By-Laws. Any action taken by the Board of Directors with respect to the By-Laws may be amended or repealed by the shareholders.

Section 3. Amendment of Shareholder Quorum Requirements. Approval of an amendment to the By-Laws 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 By-Laws and also the particular quorum and voting requirements sought to be changed or deleted.

Section 4. Board of Director Restrictions. 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.

Section 5. Amendment of Board of Directors Quorum Requirements. 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) of this Article IX.

Section 6. Board of Director Quorum Requirements. If the Board of Directors is authorized to amend the By-Laws, approval by the Board of Directors of an amendment to the By-Laws 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 By-Laws, and also the particular quorum and voting requirements sought to be changed or deleted.

[END OF BY-LAWS]



CERTIFICATE OF GOOD STANDING AND/OR TAX COMPLIANCE



SIRA NATURALS, INC
300 TRADECENTER STE 7700
WOBURN MA 01801-7419

000027

Why did I receive this notice?

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

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

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

What if I have questions?

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

Visit us online!

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

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

Edward W. Coyle, Jr., Chief
Collections Bureau



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

William Francis Galvin
Secretary of the
Commonwealth

Date: March 08, 2019

To Whom It May Concern :

I hereby certify that according to the records of this office,
SIRA NATURALS, INC.

is a domestic corporation organized on **February 07, 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: 19030154290

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

Processed by:

W.F. Galvin

Examiner

The Commonwealth of Massachusetts

William Francis Galvin

Secretary of the Commonwealth

One Ashburton Place, Boston, Massachusetts 02108-1512

ARTICLES OF ORGANIZATION

(General Laws, Chapter 180)

[Signature]

Name
Approved

ARTICLE I

The exact name of the corporation is:

Bay State Patients Group, Inc.

ARTICLE II

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

The purpose of Bay State Patients Group, Inc. is to offer patient centered therapies in a holistic way in the spirit of renewing the age old concept that good physical health is intimately related to the body's connection to both the healthy mind and healthy soul.

The Corporation is and shall at all times be operated exclusively within the meaning of Massachusetts General Laws c. 180, as amended.

In connection therewith, the Corporation may engage in any such other activities and programs, including grant making, in furtherance of the foregoing purposes as may be carried out by a corporation organized under Massachusetts General Laws, c. 180.

- C
- P
- M
- R.A.

7

P.C.

Note: If the space provided under any article or item on this form is insufficient, additions shall be set forth on one side only of separate 8 1/2 x 11 sheets of paper with a left margin of at least 1 inch. Additions to more than one article may be made on a single sheet so long as each article requiring each addition is clearly indicated.

ARTICLE III

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

The corporation shall have no members.

ARTICLE IV

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

See Continuations Sheet IVA, attached and incorporated herein.

ARTICLE V

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

****If there are no provisions, state "None".**

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

Continuation Sheet IVA

Bay State Patients Group, Inc. Continuation Sheet to Articles of Organization

Article IV.

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

(a) In addition to the powers granted to the corporation by General Laws, Chapter 180, the corporation shall have and may exercise in furtherance of its corporate purposes each of the powers specified in Sections 9A of Massachusetts General Laws Chapter 156B.

(b) The directors may make, amend or repeal the By-laws in whole or in part.

(c) No part of the net earnings of the corporation shall inure to the benefit of, or be distributed to its directors, officers, private shareholders or individuals except that the corporation shall be authorized and empowered to pay reasonable compensation for services actually rendered and to make payments and distributions in furtherance of the corporation's purposes set forth in Article 2 of these Articles of Organization. ✓

(d) Except as may be otherwise required by law, the corporation may at any time authorize a petition for its dissolution to be filed with the Supreme Judicial Court of the Commonwealth of Massachusetts by the affirmative vote of a majority of the directors of the corporation then in office; provided, however, that in the event of any liquidation, dissolution, termination or winding up of the corporation (whether voluntary, involuntary or by operation of the law), the property or assets of the corporation remaining after providing for the payment of its debt and obligations shall be conveyed, transferred, distributed and set over outright to one or more nonprofit organizations having similar purposes, as a majority of the total number of the directors of the corporation may by vote designate and in such proportions and in such manner as may be determined in such vote. ✓

(g) No officer or director shall be personally liable to the corporation for monetary damages for any breach of fiduciary duty by such officer or director as an officer or director notwithstanding any provision of law imposing such liability, except that, to the extent provided by applicable law, this provision shall

not eliminate or limit the liability of any officer or director (i) for breach of the officer's or director's duty of loyalty to the corporation (ii) for acts or omission not in good faith or which involve intentional misconduct or a knowing violation of law or (iii) for any transaction from which the officer or director derived an improper personal benefit. No amendment or repeal of this provision shall deprive an officer or director of the benefit hereof with respect to any act or omission occurring prior to such amendment or repeal.

ARTICLE VI

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

ARTICLE VII

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

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

909 Beacon Street, Boston, MA 02215

b. The name, residential address and post office address of each director and officer of the corporation is as follows:

	NAME	RESIDENTIAL ADDRESS	POST OFFICE ADDRESS
President:			
Treasurer:		See Continuation Sheet VII b attached	
Clerk:		and incorporated herein	
Directors: (or officers having the powers of <i>directors</i>)			

c. The fiscal year of the corporation shall end on the last day of the month of: December

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

n/a

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

IN WITNESS WHEREOF AND UNDER THE PAINS AND PENALTIES OF PERJURY, I/we, whose signature(s) appear below as incorporator(s) and whose name(s) and business or residential address(es) are clearly typed or printed beneath each signature, do hereby associate with the intention of forming this corporation under the provisions of General Laws, Chapter 180 and do hereby sign these Articles of Organization as incorporator(s) this 13 day of June, 20 13.

Andrew Gold

Andrew Gold

Note: If an existing corporation is acting as incorporator, type in the exact name of the corporation, the state or other jurisdiction where it was incorporated, the name of the person signing on behalf of said corporation and the title he/she holds or other authority by which such action is taken.

Continuation Sheet VII.b

Article VII.b

The name, residential address and post office address of each director and officer of the corporation is as follows:

Officers

<u>Office</u>	<u>Name</u>	<u>Residential Address</u>	<u>Post Office Address</u>
President	Andrew Gold	909 Beacon Street Boston, MA 02215	Same
Treasurer	Andrew Gold	909 Beacon Street Boston, MA 02215	Same
Secretary/ Clerk	Andrew Gold	909 Beacon Street ✓ Boston, MA 02215	Same

Directors

<u>Name</u>	<u>Residential Address</u>	<u>Post Office Address</u>
Andrew Gold	909 Beacon Street Boston, MA 02215	

THE COMMONWEALTH OF MASSACHUSETTS

ARTICLES OF ORGANIZATION

(General Laws, Chapter 180)

1208

I hereby certify that, upon examination of these Articles of Organization, duly submitted to me, it appears that the provisions of the General Laws relative to the organization of corporations have been complied with, and I hereby approve said articles; and the filing fee in the amount of \$ 35 having been paid, said articles are deemed to have been filed with me this 18 day of June 2013.

Effective date: _____



WILLIAM FRANCIS GALVIN

Secretary of the Commonwealth

1200702

SECRETARY OF THE
COMMONWEALTH
2013 JUN 18 PM 3:57
CORPORATIONS DIVISION

TO BE FILLED IN BY CORPORATION

Contact information:

Elizabeth S. Reinhardt

Law Offices of Elizabeth S. Reinhardt

33 Bradford Street, Concord, MA 01742

Telephone: (978) 341-4628

Email: ereinhardt@lizreinhardt.com

A copy this filing will be available on-line at www.state.ma.us/sec/cor once the document is filed.



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

William Francis Galvin
Secretary of the
Commonwealth

November 27, 2017

TO WHOM IT MAY CONCERN:

I hereby certify that

BAY STATE PATIENTS GROUP, INC.

appears by the records of this office to have been incorporated under the General Laws of this Commonwealth on **June 18, 2013 (Chapter 180)**.

I also certify that by Articles of Amendment filed here **August 19, 2013**, the name of said corporation was changed to **BAY STATE RELIEF, INC.**

I further certify that by Articles of Amendment filed here **February 14, 2014**, the name of said corporation was changed to **MILFORD MEDICINALS INC.**

I also certify that by Articles of Amendment filed here **December 9, 2015**, the name of said corporation was changed to **SAGE CANNABIS, INC.**

I further certify that by Articles of Amendment filed here **January 18, 2017**, the name of said corporation was changed to **SAGE BIOTECH, INC.**

I also certify that by Articles of Amendment filed here **April 30, 2017**, the name of said corporation was changed to **SAGE NATURALS, INC.**

I further certify that by Articles of Amendment filed here **November 27, 2017**, the name of said corporation was changed to **SIRA NATURALS, INC.**

I also certify that so far as appears of record here, said corporation still has legal existence.

In testimony of which,

I have hereunto affixed the

Great Seal of the Commonwealth

on the date first above written.

A handwritten signature in cursive script that reads "William Francis Galvin".

Secretary of the Commonwealth





SUMMARY BUSINESS PLAN

Business Description

Sira Naturals currently operates three Registered Marijuana Dispensaries pursuant to 935 CMR 501.000 et. seq. In support of its RMDs, Sira Naturals operates a 30,000 square foot cannabis cultivation and product manufacturing facility at 13 Commercial Way in Milford Massachusetts. The Milford facility currently holds an adult-use Tier 3 Cultivation License, an adult-use Product Manufacturing license and an adult-use Existing Licensee Transporter license, in addition to its medical licenses.

Market Analysis

Sira believes that significant latent demand exists for consumption of adult-use cannabis products in Massachusetts. The pace of adult-use cultivation and manufacturing capacity expansion will not match the demand for cannabis products in the near to medium term. Because of these market conditions, Sira believes that additional cultivation and manufacturing capacity is required to satisfy the growing demand for regulated cannabis products in Massachusetts.

Organization Management

Sira operates a vertically integrated business that encompasses the following business units: cultivation, flower processing, extractions, infusions, packaging, logistics, and retail. The complexity of the business necessitates an integrated management structure. Each department is headed by an area expert who reports up to a Vice President. Vice Presidents are grouped into the areas of sales, production, and business systems and analytics. Vice Presidents report to a Chief Operating Officer who reports to the Chief Executive Officer.

Sales Strategies

Regulated cannabis market participants will compete on quality, price and service support of their product mix. Moreover, Sira believes that success in this market depends on public participation with the broad cannabis stakeholder community to ensure a strong and well-regulated industry in Massachusetts. Sira plans to initially enter the adult-use marketplace as a wholesaler of cannabis and cannabis manufactured products. Sira will leverage relationships with existing retailers and build relationships with new product manufacturers and retailer as they are licensed by the Commission. Sira will enter the adult-use retail market through its wholly-owned dispensaries as it becomes locally qualified to apply for adult use licenses as a Marijuana Retailer.

Funding Requirements

Sira Naturals will continue to fund its operations with cash flows generated by operations.



PLAN FOR OBTAINING LIABILITY INSURANCE

Sira Naturals has obtained and currently maintains commercial general liability insurance coverage for \$1,000,000 per occurrence and \$2,000,000 in aggregate, annually, and product liability insurance coverage for \$1,000,000 per occurrence and \$2,000,000 in aggregate, annually (see insurance declarations attached). The deductible for each policy is \$1,000 per occurrence. Sira Naturals will make reports documenting compliance with 935 CMR 500.105(10) available to the commission upon request. (See attached insurance declarations).

INSURANCE BINDER

THE TERMS AND CONDITIONS OF THIS CONFIRMATION OF INSURANCE MAY NOT COMPLY WITH THE SPECIFICATIONS SUBMITTED FOR CONSIDERATION. PLEASE READ THIS CONFIRMATION CAREFULLY AND COMPARE IT WITH ANY QUOTE AND SUBMISSION DOCUMENTS AND REVIEW THE POLICY FORMS FOR THE ACTUAL COVERAGES PROVIDED.

IN ACCORDANCE WITH YOUR INSTRUCTIONS, AND IN RELIANCE UPON THE STATEMENTS MADE BY THE RETAIL BROKER IN THE INSURED'S APPLICATION/SUBMISSION, WE HAVE OBTAINED INSURANCE AT YOUR REQUEST AS FOLLOWS:

DATE ISSUED: January 16, 2019

PRODUCER: Lockton Companies (Northwest Series) Philadelphia
1800 John F Kennedy Blvd Suite 1110
Philadelphia, PA 19103

INSURED: Sira Naturals Inc
13 Commercial Way,
Milford, MA 01757

INSURER: Topa Insurance Company
Non-Admitted

POLICY NO.: CTK-0004124-00

COVERAGE: Commercial Package Policy

POLICY PERIOD: 1/11/2019 TO 1/11/2020

TERM: 12 Months

12:01 A.M. STANDARD TIME AT THE LOCATION ADDRESS OF THE NAMED INSURED. THIS INSURANCE BINDER WILL BE TERMINATED AND SUPERSEDED UPON DELIVERY OF THE FORMAL POLICY(IES) ISSUED TO REPLACE IT.

LIMITS OF LIABILITY:

\$2,000,000	General Aggregate
Excluded	Products & Completed Operations
\$1,000,000	Personal & Advertising Injury
\$1,000,000	Each Occurrence
\$500,000	Damage to Premises Rented
\$10,000	Medical Payments
\$1,000,000	Employee Benefit Liability

PROPERTY LIMITS:

Location 1/Building 1: 13 Commercial Way, Milford, MA

\$6,250,000 Business Personal Property Replacement Cost, 80% Coinsurance
\$9,544,353 Tenant Improvements and Betterments Replacement Cost, 80% Coinsurance
\$2,000,000 Business Income including Extra Expense 1/3 Monthly Limit of Indemnity
\$2,412,815 Living Plant Material

Location 2/Building 1: 1001 Massachusettes Ave, Cambridge, MA

\$1,126,890 Business Personal Property Replacement Cost, 80% Coinsurance

\$566,445 Tenant Improvements and Betterments Replacement Cost, 80% Coinsurance

\$1,749,996 Business Income including Extra Expense 1/3 Monthly Limit of Indemnity

Location 3/Building 1: 240 Elm St, Somerville, MA

\$636,710 Business Personal Property Replacement Cost, 80% Coinsurance

\$533,212 Tenant Improvements and Betterments Replacement Cost, 80% Coinsurance

\$1,950,000 Business Income including Extra Expense 1/3 Monthly Limit of Indemnity

Location 4/Building 1: 29 Franklin St, Needham Heights, MA

\$737,655 Business Personal Property Replacement Cost, 80% Coinsurance

\$637,655 Tenant Improvements and Betterments Replacement Cost, 80% Coinsurance

\$1,250,000 Business Income including Extra Expense 1/3 Monthly Limit of Indemnity

COINSURANCE: 80%

EXPOSURES: Cultivator/Dispensary

PREMIUM: \$109,716.00

FEES: Administrative Fee \$175.00
Inspection Fee \$800.00

TAXES: \$4,388.64

TRIA PREMIUM: REJECTED

TOTAL: \$115,079.64

TERMS / CONDITIONS:

(a) **25% MINIMUM EARNED PREMIUM AT INCEPTION.**

(b) **FORMS LIST / NOTABLE EXCLUSIONS:**

CG 00 01 (04 13) COMMERCIAL GENERAL LIABILITY COVERAGE FORM

CG 04 35 (12 07) EMPLOYEE BENEFITS LIABILITY COVERAGE

CG 21 04 (11 85) EXCLUSION-PRODUCTS-COMPLETED OPERATIONS HAZARD

CG 21 06 (05 14) EXCLUSION-ACCESS OR DISCLOSURE OF CONFIDENTIAL OR PERSONAL INFORMATION AND DATA-RELATED LIABILITY-WITH LIMITED BODILY INJURY EXCEPTION

CG 21 09 (06 15) EXCLUSION-UNMANNED AIRCRAFT

CG 21 32 (05 09) COMMUNICABLE DISEASE EXCLUSION

CG 21 36 (03 05) EXCLUSION-NEW ENTITIES

CG 21 44 (04 17) LIMITATION OF COVERAGE TO DESIGNATED PREMISES, PROJECT OR OPERATION

CG 21 46 (07 98) ABUSE OR MOLESTATION EXCLUSION

CG 21 47 (12 07) EMPLOYMENT-RELATED PRACTICES EXCLUSION

CG 21 49 (09 99) TOTAL POLLUTION EXCLUSION ENDORSEMENT

CG 21 51 (04 13) AMENDMENT OF LIQUOR LIABILITY EXCLUSION-EXCEPTION FOR SCHEDULED PREMISES OR ACTIVITIES

CG 21 66 (06 15) EXCLUSION-VOLUNTEER WORKERS

CG 21 67 (12 04) FUNGI OR BACTERIA EXCLUSION

CG 21 96 (03 05) SILICA OR SILICA-RELATED DUST EXCLUSION

CG 24 10 (07 98) EXCESS PROVISION-VENDORS

CIS AUDIT 01 (10 17) AUDIT PREMIUMS-AMENDATORY ENDORSEMENT

CIS CGL DEC 01 (10 17) COMMERCIAL GENERAL LIABILITY DECLARATIONS

CIS CP 14 20 (04 18) ADDITIONAL PROPERTY NOT COVERED-CANNABIS AND HEMP
 CIS CP 99 00 (10 17) CANNABIS AND HEMP COVERAGE
 CIS CP 99 11 (10 17) PROTECTIVE SAFEGUARDS
 CIS CP 99 30 (10 17) TOTAL FUNGUS, WET ROT, DRY ROT AND BACTERIA EXCLUSION
 CIS CP 99 31 (10 17) EXCLUSION-NAMED STORM
 CIS CP 99 50 (10 17) EXPANDED PROPERTY ENDORSEMENT
 CIS CP 99 60 (08 18) EQUIPMENT BREAKDOWN ENHANCEMENT ENDORSEMENT
 CIS CP DEC 02 (10 17) COMMERCIAL PROPERTY COVERAGE PART DECLARATIONS PAGE
 CIS CP DEC 02 A (10 17) CANNABIS AND HEMP SCHEDULE
 CIS CP TRANSIT (11 17) PROPERTY IN TRANSIT
 CIS DEC T 01 (10 17) COMMON POLICY DECLARATIONS
 CIS DISCLOSURE TRIA (12 17) DISCLOSURE PURSUANT TO TERRORISM RISK INSURANCE ACT
 CIS FORMS (10 17) FORMS AND ENDORSEMENTS THAT APPLY TO THIS POLICY
 CIS GL 30 01 (10 17) EXCLUSION-BANNED SUBSTANCES
 CIS GL 30 02 (10 17) EXCLUSION-CARCINOGENS
 CIS GL 34 50 (10 17) EXCLUSION-LIQUOR LIABILITY
 CIS GL 34 51 (10 17) EXCLUSION-ASSAULT OR BATTERY
 CIS GL 34 52 (10 17) EXCLUSION-ASBESTOS
 CIS GL 34 53 (10 17) EXCLUSION-FIREARMS
 CIS GL 34 54 (10 17) EXCLUSION-ANIMAL
 CIS GL 34 55 (10 17) EXCLUSION-AMERICANS WITH DISABILITIES ACT
 CIS GL 34 56 (10 17) EXCLUSION-RESIDENTIAL OCCUPANCY
 CIS GL 34 57 (10 17) EXCLUSION-LEAD
 CIS GL 34 58 (10 17) EXCLUSION-ADDITIONAL DAMAGES, TAXES, FINES OR PENALTIES
 CIS GL 34 59 (10 17) EXCLUSION-CROSS SUITS
 CIS GL 34 60 (10 17) EXCLUSION-FIDUCIARY
 CIS GL 34 61 (10 17) EXCLUSION-GOVERNMENTAL ACTS AND CRIMINAL ACTIVITIES
 CIS GL 34 62 (10 17) EXCLUSION-PROFESSIONAL SERVICES
 CIS MP 004 (10 17) 25% MINIMUM EARNED PREMIUM ENDORSEMENT
 CIS NOTICE TRIA 2 (12 17) POLICYHOLDERS DISCLOSURE NOTICE OF TERRORISM
 INSURANCE COVERAGE (ACQUIRED)
 CIS SUIT T N006 (10 17) SERVICE OF SUIT CLAUSE
 CP 00 10 (10 12) BUILDING AND PERSONAL PROPERTY COVERAGE FORM
 CP 00 30 (10 12) BUSINESS INCOME (AND EXTRA EXPENSE) COVERAGE FORM
 CP 00 90 (07 88) COMMERCIAL PROPERTY CONDITIONS
 CP 01 09 (10 00) MASSACHUSETTS CHANGES
 CP 01 40 (07 06) EXCLUSION OF LOSS DUE TO VIRUS OR BACTERIA
 CP 03 21 (10 12) WINDSTORM OR HAIL PERCENTAGE DEDUCTIBLE
 CP 10 30 (09 17) CAUSES OF LOSS-SPECIAL FORM
 CP 10 36 (10 12) LIMITATIONS ON COVERAGE FOR ROOF SURFACING
 CP 10 38 (10 12) DISCHARGE FROM SEWER, DRAIN OR SUMP (NOT FLOOD-RELATED)
 CP 10 64 (10 12) MASSACHUSETTS-FUNGUS, WET ROT, DRY ROT AND BACTERIA EXCLUSION
 AND LIMITATIONS
 IL 00 17 (11 98) COMMON POLICY CONDITIONS
 IL 00 21 (09 08) NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT
 IL 09 35 (07 02) EXCLUSION OF CERTAIN COMPUTER-RELATED LOSSES
 IL 09 52 (01 15) CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM
 IL N 001 (09 03) FRAUD STATEMENT

(d) **ALL OTHER TERMS AND CONDITIONS APPLY PER FORM**

COMMISSION: 10%

CANCELLATION: THIS POLICY IS SUBJECT TO THE CANCELLATION PROVISIONS AS FOUND IN THE POLICY(IES) OR CERTIFICATE(S) CURRENTLY IN USE BY THE INSURER. THE INSURANCE EFFECTED UNDER THE INSURER'S BINDER CAN BE CANCELLED BY THE INSURER (SUBJECT TO STATUTORY REGULATIONS) BY MAILING, TO THE INSURED AT THE ADDRESS STATED ON THE FACE OF THIS CONFIRMATION OF INSURANCE, WRITTEN NOTICE STATING WHEN SUCH CANCELLATION SHALL BE EFFECTIVE. IN THE EVENT OF CANCELLATION BY THE INSURED, THE EARNED PREMIUM WOULD BE SUBJECT TO THE MINIMUM PREMIUM IF APPLICABLE.

THIS CONFIRMATION OF INSURANCE IS ISSUED BASED UPON THE INSURER'S AGREEMENT TO BIND AND IS ISSUED BY THE UNDERSIGNED WITHOUT ANY LIABILITY WHATSOEVER AS AN INSURER.

PREMIUM PAYMENT IS DUE WITHIN TWENTY (20) DAYS FROM EFFECTIVE DATE UNLESS OTHERWISE STIPULATED.

TOTAL NUMBER OF PAGES: 3
INSURED: Sira Naturals Inc
DATE ISSUED: January 16, 2019

Reference #:0008785



RESTRICTING ACCESS TO AGE 21 AND OLDER

The Adult-Use cannabis regulations at 935 MR 500.000 et. seq., contain a variety of restrictions on access to Marijuana Establishments to those who are under 21 years of age. All Sira board members, directors, employees, executives, managers, and volunteers must be 21 years of age or older. Employees include a consultant or contractor who provides on-site services to Sira Naturals related to the cultivation, harvesting, preparation, packaging, storage, testing, or dispensing of marijuana.

The Sira Naturals Milford cultivation and manufacturing facility is inaccessible at all times to anyone under the age of 21. The facility is not open to the public and does not serve patients or customers. The facility only employs individuals who are 21 years of age or older.

All parts of the Sira Milford facility are equipped with locks and other security devices, and which are accessible only to Sira Naturals agents and visitors who are 21 years of age or older. The Sira facility is locked at all times, and only employees who are issued key fob access are able to enter the building. Sira maintains a security vestibule that is staffed by security personnel during facility operating hours.

Sira Naturals engages in on-premises verification of identification for all employees and visitors to the Sira Milford facility. Upon entry into Sira's premises by an individual, a security agent immediately inspects the individual's proof of identification and determines the individual's age. An individual shall not be admitted to the premises unless the security agent has verified that the individual is 21 years of age or older by an individual's proof of identification.

Any visitors to the facility must have an approved purpose for visiting the facility, make an appointment, and be checked into the facility by Sira Naturals security personnel. Sira will not admit any visitors who are under the age of 21. The exterior and interior of the facility are monitored at all times by surveillance cameras, and the surveillance recordings are kept for a period of 90 days.



PERSONNEL POLICIES INCLUDING BACKGROUND CHECKS

Sira Naturals implements standard best practices in its human resources personnel policies and procedures. Sira places a heightened level of scrutiny on employees given the compliance environment and particularities of the marijuana industry. Every potential employee is carefully pre-screened for compliance with Commission regulations prior to hiring. All potential Sira agents apply and are vetted pursuant to 935 CMR 500.030. Background checks are conducted annually on all Sira personnel pursuant to 935 CMR 500.030(3).

Once onboard, our staff is provided with an employee handbook containing information about the policies and procedures of the organization, as well as benefits and opportunities available to employees. The Handbook contains all company personnel policies, including but not limited to:

- rules of conduct
- dress code
- alcohol and drug free workplace
- discipline
- confidentiality
- conflict of interest
- ethics
- whistle blower
- discrimination and harassment
- reasonable accommodation
- zero tolerance
- prohibition of retaliation
- emergency procedures
- work hours
- attendance and time off
- performance evaluations
- injuries
- termination
- leave policies
- holidays
- vacation
- personal and sick days
- maternity/paternity
- military leave and jury duty
- health insurance (including dental and vision)
- COBRA
- worker's compensation
- unemployment compensation

Sira Naturals maintains personnel records for all employees, including, job descriptions, verification documents including CORI and other background check information, training records, performance evaluations and any disciplinary actions. Employee records are confidential. Training is tailored to the roles and responsibilities of the job function of each agent and includes a Responsible Vendor Program under 935 CMR 500.105(2)(b). At a minimum, all staff receives eight hours of on-going training annually.



RECORD KEEPING PROCEDURES

Sira Naturals maintains numerous written operational, personnel, and business records that will be made available for inspection by the Commission, upon request. Sira records are maintained in accordance with generally accepted accounting principles. Sira's human resources department retains and destroys personnel records in accordance with Sira's corporate policies on business records retention, as well as federal and state laws governing record retention. The following employee information records are maintained in segregated personnel files: Pre-employment testing results and background check information; I-9 forms; benefits plan and employee medical records; health and safety records; general employee personnel records.

Commission compliance reports are maintained in reverse chronological sequence and filed separately from the above employee information records. All paper personnel records, confidential employee data, and other paper records maintained by Sira Naturals is destroyed by shredding after retention dates have passed. Hardcopy confidential records are shredded using a locked shredder on the Sira Naturals premises.

When Sira is involved in or anticipates that it may be involved in litigation, the CEO's office will issue a litigation hold. This means that all documents relating to the litigation matter must be kept in order to preserve any potential evidence. In the event that the CEO announces a litigation hold on any or all Sira records as a result of pending or anticipated litigation, all records covered by such litigation hold MUST NOT be discarded, deleted or destroyed. Further, the IT department will suspend the automatic deletion of emails for all individuals covered by the litigation hold.

Operational records include, but are not limited to, all records required in any section of 935 CMR 500.000, in addition to the following: written operating procedures as required by 935 CMR 500.105(1); inventory records as required by 935 CMR 500.105(8); seed-to-sale tracking records for all marijuana products as required by 935 CMR 500.105(8)(e); and waste disposal records as required under 935 CMR 500.105(12).

Personnel records include, but are not limited to, job descriptions for each employee and volunteer position, as well as organizational charts consistent with the job descriptions, and a personnel record for each Sira agent; all materials submitted to the Commission pursuant to 935 CMR 500.030(2); documentation of verification of references; the job description or employment contract that includes duties, authority, responsibilities, qualifications, and supervision; documentation of all required training, including training regarding privacy and confidentiality requirements, and the signed statement of the agent indicating the date, time, and place he or she received said training and the topics discussed, including the name and title of presenters; documentation of periodic performance evaluations; a record of any disciplinary action taken; and notice of completed responsible vendor and eight-hour related duty training; a staffing plan that will demonstrate accessible business hours and safe cultivation conditions; personnel policies and procedures; and all background check reports obtained in accordance



with 935 CMR 500.030. Personnel records are maintained for at least 12 months after termination of an agent's affiliation with Sira.

Business records include, but are not limited to, manual and/or computerized records of assets and liabilities; monetary transactions; books of accounts, which shall include journals, ledgers, and supporting documents, agreements, checks, invoices, and vouchers; sales records including the quantity, form, and cost of marijuana products; and salary and wages paid to each employee, stipend paid to each board member, and any executive compensation, bonus, benefit, or item of value paid to any individual affiliated with Sira.



MAINTAINING OF FINANCIAL RECORDS

Sira Naturals' business success rests, in part, on sound financial recordkeeping practices. Without accurate records it is impossible to determine the financial condition or profitability of the business. Sira Naturals maintains a staff of internal accounting personnel and a sophisticated financial record keeping system to guide Sira management in financial decision making.

Sira Naturals employs an Enterprise Resource Planning Platform to track and record all financial and operational transactions. The ERP system records all internal and external transactions to a general ledger and maintains journals for accounts receivable, accounts payable, payroll, inventory, petty cash, and other financial accounts. The system records and stores all income and expenses and provides reports on demand for all accounts. The system generates all financial statements (balance sheet, income statement, cash flow statement, etc.) on demand. All such financial records are maintained according to the statutory and regulatory minimum time frames.

Sira Naturals maintains a secure electronic record keeping system to store all contracts, agreements, leases, titles, licenses, insurance policies, permits and other key documents. Sira employs a third-party provider to handle payroll disbursements and records. Sira maintains a contractual relationship with its payroll provider that includes provisions for the security of data and action plans in the vent of data breach. Sira engages third-party professional tax advisors and maintains all tax records in a secure records system that is only accessible to authorized personnel.

Sira Naturals engages third-party banking services from a licensed banking institution. This banking institution monitors all Sira Naturals transactions pursuant to guidance from the Financial Crimes Enforcement Network (FinCen) entitled: *BSA Expectations Regarding Marijuana-Related Businesses* (Feb. 2014). Though Sira does not have direct access to reports filed with FinCen by our banking institution, if there is any unexplained financial activity occurring with any of Sira's business accounts, Sira is to be notified by our banking institution and given an opportunity to explain or correct such activity. From the inception of the organization to today, Sira has never been notified of any unexplained financial activity occurring in any of its business accounts.

Sira Naturals maintains a number of different accounts with its financial institution, including business banking accounts, petty cash accounts, budget reserve accounts and others. Sira monitors these accounts on a systematic basis to ensure that no activity that is inconsistent with its expectations is occurring.

When Sira is involved in, or anticipates that it may be involved in, litigation that implicates financial records, the CEO's office will issue a litigation hold on any such records. This means that all financial records and documents relating to the litigation matter must be set aside in order to preserve any potential evidence. In the event that the CEO announces a litigation hold on any or all Sira financial records as a result of pending or anticipated litigation, all such records covered **MUST NOT** be discarded, deleted or destroyed.

Sira Naturals takes reasonable and prudent steps to ensure the security of all financial records and that such records are only accessible to authorized individuals.



PLAN FOR SEPARATING MEDICAL FROM RECREATIONAL OPERATIONS

Sira Naturals maintains tight operational control over its production processes. Medical-Only Products (MOPs) comprise a subset of overall products: MIPs that contain single doses with greater than 5mg THC content. This subset of products will follow distinct conceptualization, product design, R&D, production, distribution, and sales processes from all other non-MOPs. Separation of medical and recreational operations will be accomplished by a multi-layered approach, including physical separation throughout Sira facilities and virtual separation in Sira's inventory control system.

MOPs become "medical only" in the production process once they take their final form factor. Therefore, in the early stages of production (i.e. seedlings, vegetative plants, flowering plants, processed plants, and extractions) all inventory will be routed through the inventory control system as work in progress (WIP) and not distinguished as MOP. Once a WIP item takes its final form as a MOP, it will then be tagged, flagged and separated from other, non-MOP inventory.

MOPs will be required to contain medical labeling and be physically separated from all non-MOP inventory in the Sira production facility and at the co-located retail stores. MOP will be clearly marked with a color-coded system so Sira personnel can easily distinguish MOP from non-MOP inventory. Sira uses a "Kanban" or signaling system to "pull" inventory from one location to another in the distribution process. This system contains safeguards to prevent the co-mingling of MOP and non-MOP products. Such safeguards include distinct color codes, product naming conventions, physical space allocated to MOP and non-MOP product, and system-generated barcoded labels distinguishing MOP and non-MOP products.

MOPs will be flagged in Sira's inventory control system as such and will only be released for sale to qualifying patients. Sales agents will be trained to distinguish between MOP and non-MOP products at all Sira co-located facilities and will follow strict inventory and distribution procedures designed to prevent MOPs from being sold to anyone other than a registered qualifying patient.



Diversity Plan

Introduction

This Diversity Plan outlines our goals in promoting equity among minorities, women, veterans, people with disabilities, and people of all gender identities and sexual orientations in the operation of our organization. It defines actions to be taken regarding the recognition of differences among people in order to advance social equity and inclusion and to promote a healthy and productive workplace environment. Sira Naturals, Inc. fosters a company culture centered on sound business principles, mutual respect, equity, parity, and open communication with an emphasis on excellence in personal contribution to company objectives.

Why Implement a Diversity Plan?

Sira Naturals believes that implementing a strong diversity plan is important in advancing its core mission: *Provide premium cannabis. Sustainably produced and sold with integrity.* Advancing and sustaining an inclusive workplace environment that provides access and opportunity to all employees, suppliers, contractors, and community partners is essential to our growth and success. Cannabis businesses have an opportunity and an obligation to promote equity and diversity within their own organizations, and to assist the wider stakeholder community in fostering the development of inclusive policies and programs. We can achieve this by offering opportunities to address past inequality in employment, contracting, and stereotyping by role modeling and leveraging the benefits of diversity and inclusion.

One reason for this is to help remediate the damaging effects of the failed cannabis public policy of prohibition that has resulted in many protected classes of people being marginalized due to felony convictions for activity that the cannabis industry today champions. Another equally important reason for a focus on diversity in our organization is the recognition that operational tactics and strategic business planning is made stronger by a diverse pool of contributors and opinions in the mix.

In the same way that a monocrop is more susceptible to pests and pathogens, a singular business approach is less dynamic and more prone to strategic mistakes. In the ever evolving and fast paced regulated cannabis industry, the skill of rapidly adapting to a changing environment is a distinct competitive advantage. This advantage is made more robust by a diverse and inclusive team.

Sira Naturals Diversity & Inclusion Beliefs

- Sira Naturals is committed to Diversity and Equitable Inclusion in the Workplace.
- We are committed to being reflective of the market areas in which we serve.
- We recognize that we gain substantial benefit from a diverse workforce.
- We believe in sustaining an all-inclusive and ethical approach to conducting business with our supplier & vendor communities.
- Diversity enhances our reputation as a good corporate citizen in our communities.
- Our goal is to be the premier business leader as employer, service provider and community partner.



Sira Naturals Diversity & Inclusion Benefits

- Fostering an Inclusive Work Place Enhances Everyone's Bottom Line.
- Everyone shares in the benefits when inclusionary leadership, policies, practices, and expectations of fairness are implemented and ingrained within our organization.
- Diversity at the decision-making table leads to better decisions.
- A wider and richer palette fosters innovation and adds cultural and generational intelligence.
- It's just more fulfilling to live, work, learn, and play in an environment of inclusion.

Sira Naturals is leading with our Diversity & Inclusion Core Values

- Consistency between policy and practice.
- Open opportunities leading to upward mobility for all Employees.
- Real and balanced representation of persons of color and women in leadership.
- Environment that fosters inclusion through effective policies, procedures, processes, initiatives, systems and behaviors.

Programs

Goal #1: Recruit and hire a diverse workforce to support the mission of Sira with an overall goal of hiring at least 30% of those who self-identify as minorities and 50% women.

Proposed Initiative: Sira will strive to recruit and hire a diverse workforce to support all of its facilities in Massachusetts. We will always strive to source a large number of employees from the local and surrounding communities. In order to achieve this goal, we will post job opportunities when they become needed and available to Sira, in local publications and reach out to community leaders to inform them of openings at Sira.

Metrics: Sira will measure the goal described above on an annual basis prior to the annual renewal of our license. To that end, Sira will evaluate the following criteria to measure the progress toward the goal:

- Percentage of minorities in the organization
- Increase in minority representation year over year
- Increased representation of minorities at different levels of the organization
- Employee satisfaction surveys
- Improvements in productivity
- Improved job satisfaction
- Increased retention rates
- Decrease in pay disparities
- Higher ranking of the organization in terms of best places to work
- Awards from special interest and advocacy groups
- Inclusion of diversity in corporate social responsibility efforts

Goal #2: Implement a robust Diversity and Inclusion Training Program for all employees of Sira Natural.

Proposed Initiative: Sira Naturals recognizes the importance of an educated and motivated



workforce with regards to meeting the organization's objectives. Training and development is a key element to fostering an environment of inclusion. Diversity awareness training allows for leaders and employees to recognize, respect, and value the differences that lead to innovative approaches and diverse thought. Sira Naturals intends to implement a Diversity and Inclusion component to its comprehensive employee training program. The program will be customized to align with Sira Naturals' mission, objectives and values. The curriculum for this program is currently being developed and will be ready to implement by late 2020/early 2021.

Evolving population demographics and generational differences in today's workforce necessitates a broad approach to diversity training. Sira Naturals will offer Diversity and Inclusion training that helps to raise awareness about diversity issues and lays a foundation for receptiveness to the varied dimensions of diversity. This helps to facilitate forward thinking business today and, in the future, to achieve healthy growth and sustainable success. The objective is to continually ensure that Sira Naturals is fostering an environment of inclusion for all its stakeholders (employees, customers, community partners, suppliers and regulators).

Diversity Awareness Training allows for leaders and employees to recognize, respect, and value the differences that lead to innovative approaches and diverse thought. The Diversity & Inclusion training component will be foundational and interactive. The content focus will be on awareness, knowledge sharing, and skill building customized to align with Sira Naturals' mission, objectives, and values.

Session Topics

- Diversity Awareness
- Approach/Expectation
- Sira Naturals Focus and Diversity & Inclusion Alignment
- Clarifying Diversity and Inclusion
- World View / Global Mind Set
- Evolving Demographics and Trends
- Servant Leadership
- Culture & Unconscious Bias
- Benefits and ROI of Diversity
- Dialogue and How to Speak About Diversity

Metrics: Sira Natural will keep records of all employees that have attended and participated in the Diversity and Inclusion Training Program to ensure that at least 85% of all employees complete this program. Additionally, Sira will conduct surveys after the training to receive feedback from employees on the value provided of the program, feedback on areas that employees feel are positive contributions to the workplace environment and those that are not, and other comments that can help the program evolve year over year. Sira Natural will keep records of these metrics and include them in a report on our Diversity goals to be submitted to the Commission prior to the annual renewal of our license.

Conclusion

Specifically named organizations that Sira Natural intends to donate to will be contacted and Sira will receive written acknowledgment on the acceptance of those funds. At all times, Sira Natural 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 Marijuana



Establishments. Any action taken, or programs instituted, by Sira Naturals, will not violated the Commission's regulations with respect to limitations on ownership or control or other applicable state laws. Sira Naturals will submit information related to the progress of its Diversity goals to the Commission prior to the annual renewal of our license.



QUALITY CONTROL AND TESTING

Sira Naturals maintains extensive quality control and testing policies and procedures to ensure the safe and effective production of all Sira products. Sira employs a highly qualified full-time Quality Assurance Manager. This position is independent of the various production departments and is responsible to the Chief Operating Officer. Sira maintains written quality control procedures for all production processes, including but not limited to:

- product manufacturing
- limited access to work in progress
- hygiene requirements
- clean in/clean out
- GMP for people and processes
- products handling
- materials and workflows
- product drying
- product thawing
- packing and handling
- equipment lockout/tagout
- recall procedures
- emergency actions
- pathogen exposure control
- product refrigeration
- food safety prerequisites
- equipment operations
- environmental testing
- hold and release procedures
- and many others

Sira will never sell or otherwise market marijuana product that has not first been tested by an Independent Testing Laboratory and deemed to comply with the standards required under 935 CMR 500.160. All external testing of Sira marijuana products is performed by an Independent Testing Laboratory in compliance with the *Protocol for Sampling and Analysis of Finished Medical Marijuana Products and Marijuana-infused Products*, as amended in November 2016, published by the DPH. Testing of environmental media (*e.g.*, soils, solid growing media, and water) is performed in compliance with the *Protocol for Sampling and Analysis of Environmental Media for Massachusetts Registered Medical Marijuana Dispensaries* published by the DPH.

Sira maintains a written policy for responding to laboratory results that indicate contaminant levels are above acceptable limits established in the DPH protocols identified in 935 CMR 500.160(1). The policy includes notifying the Commission within 72 hours of any laboratory testing results indicating that the contamination cannot be remediated and disposing of the production batch. The notification is required to describe a proposed plan of action for both the destruction of the contaminated product and the assessment of the source of contamination. Sira maintains the results of all testing for no less than one year. All Sira transportation of marijuana to and from Independent Testing Laboratories complies with 935 CMR 500.105(13).

In addition to third-party independent testing for all finished products, Sira also performs internal testing of marijuana products at various stages throughout the production process to ensure consistency and quality of products and raw materials. Internal testing ensures the suitability of materials used in all cultivation and production activities.

Sira Naturals has implemented an industry standard Integrated Pest Management (“IPM”) program focusing on preventing pest problems. Preventing pest problems in our cultivation facility will entail minimizing pest access to the facility and the food and shelter available to

it. Consequently, IPM relies heavily on the cooperation and participation of all employees. Also, quality control and the testing of marijuana products are essential for the operation of Sira Naturals' cultivation facility. Sira Naturals will utilize best industry practices when it comes to quality control and product testing.

Quality Control will be maintained through the strict adherence to Good Manufacturing Practices and compliance with 935 CMR 500.000 et. seq, 105 CMR 590.000: Minimum Sanitation Standards for Food Establishments, the sanitation requirement in 105 CMR 500.000: Good Manufacturing Practices for Food, and with the requirements for food handlers specified in 105 CMR 300.000: Reportable Diseases, Surveillance, and Isolation and Quarantine.



QUALIFICATIONS AND TRAINING

Sira ensures that all agents are qualified for the roles they assume and that they complete training prior to performing their job functions. Sira qualifies agent applicants by posting job descriptions on employment websites and trade boards. Potential applicant resumes are screened for appropriate qualifications. Qualified applicants are then personally interviewed in a three-step interview process. Once an applicant has been selected to join the team, Sira conducts a comprehensive background check to ensure that the applicant complies with the Commissions regulations regarding qualifications.

Training is tailored to the roles and responsibilities of the job function of each agent and includes a Responsible Vendor Program under 935 CMR 500.105(2)(b). At a minimum, all staff receives eight hours of on-going training annually.

Within 90 days of hire, all owners, managers and employees involved with handling marijuana will successfully complete the Responsible Vendor training and annually thereafter, so Sira can maintain its designation as a "responsible vendor." Sira will maintain records of responsible vendor training program compliance for four years and make them available to inspection by the Commission and any other applicable licensing authority upon request during normal business hours.

Sira Naturals relies on its employees to be engaged, compassionate, committed and collaborative. Employees are required to have the applicable skills and qualifications to successfully carry out assigned duties, be prepared to respond appropriately to customer and vendor needs and comply with operational and regulatory requirements. Employees undergo an intensive orientation to introduce the Employee Handbook, Code of Conduct, Emergency Preparedness Guide, Incident Management Protocols and a review of the Commission's regulations at 935 CMR 500.000 et. seq. Employees are cross-trained within areas they are authorized to access.

Sira teaches the fundamental skills required to properly and safely operate our facilities. Sira's security protocols and updates are reviewed with all employees on a periodic basis to include visitor, facility and personnel safety, as well as information security. Security drills are practiced at random intervals to aid in implementation of the security training and to improve reaction to a crisis. In addition to the Responsible Vendor Program curriculum outlined in 935 CMR 500.105(2)(b), Sira trains its employees on all aspects of its operations including but not limited to: cultivation and horticulture, the chemistry and processes of whole-plant extraction, the chemistry of cannabinoid infusion, and logistics and packaging. Employees are also trained on a variety of other employment policies such as our: Social Media Policy, Cell Phone Policy, Discrimination and Harassment Policy, Copyright Policy, among others.