Massachusetts Cannabis Control Commission

Marijuana Retailer

General Information:

License Number: MR283321

Original Issued Date: 09/11/2020

Issued Date: 08/12/2021

Expiration Date: 09/11/2022

ABOUT THE MARIJUANA ESTABLISHMENT

Business Legal Name: Sparkboro Wellness NAMA Corp.

Phone Number: 347-735-8010 **Email Address:** Steve.pennisi@gmail.com

Business Address 1: 1268 Curran Highway **Business Address 2:**

Business City: North Adams **Business State:** MA **Business Zip Code:** 01247

Mailing Address 1: 180 Elm Street Suite I#340 **Mailing Address 2:**

Mailing City: Pittsfield **Mailing State:** MA **Mailing Zip Code:** 01201

CERTIFIED DISADVANTAGED BUSINESS ENTERPRISES (DBES)

Certified Disadvantaged Business Enterprises (DBEs): Minority-Owned Business

PRIORITY APPLICANT

Priority Applicant: no

Priority Applicant Type: Not a Priority Applicant

Economic Empowerment Applicant Certification Number:

RMD Priority Certification Number:

RMD INFORMATION

Name of RMD:

Department of Public Health RMD Registration Number:

Operational and Registration Status:

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

If no, describe the circumstances below:

PERSONS WITH DIRECT OR INDIRECT AUTHORITY

Person with Direct or Indirect Authority 1

Percentage Of Ownership: 10 **Percentage Of Control:** 10

Role: Owner / Partner **Other Role:**

First Name: Stephen **Last Name:** Pennisi **Suffix:**

Gender: Male **User Defined Gender:**

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

Specify Race or Ethnicity:

Person with Direct or Indirect Authority 2

Percentage Of Ownership: 44.5 **Percentage Of Control:** 44.5

Role: Owner / Partner **Other Role:**

First Name: Edwin **Last Name:** Perez **Suffix:**

Gender: Male **User Defined Gender:**

What is this person's race or ethnicity?: Some Other Race or Ethnicity

Specify Race or Ethnicity: Hispanic American

Person with Direct or Indirect Authority 3

Percentage Of Ownership: 44.5 **Percentage Of Control:** 44.5

Role: Owner / Partner **Other Role:**

First Name: Edward **Last Name:** Sheern **Suffix:**

Gender: Male **User Defined Gender:**

What is this person's race or ethnicity?: Some Other Race or Ethnicity

Specify Race or Ethnicity: Korean American

ENTITIES WITH DIRECT OR INDIRECT AUTHORITY

No records found

CLOSE ASSOCIATES AND MEMBERS

No records found

CAPITAL RESOURCES - INDIVIDUALS

Individual Contributing Capital 1

First Name: Edwin **Last Name:** Perez **Suffix:**

Types of Capital: Monetary/ Equity **Other Type of Capital:** **Total Value of the Capital Provided:** $267000 **Percentage of Initial Capital:** 44.5

Capital Attestation: Yes

Individual Contributing Capital 2

First Name: Edward **Last Name:** Sheern **Suffix:**

Types of Capital: Monetary/ Equity **Other Type of Capital:** **Total Value of the Capital Provided:** $267000 **Percentage of Initial Capital:** 44.5

Capital Attestation: Yes

CAPITAL RESOURCES - ENTITIES

No records found

BUSINESS INTERESTS IN OTHER STATES OR COUNTRIES

No records found

DISCLOSURE OF INDIVIDUAL INTERESTS

Individual 1

First Name: Stephen **Last Name:** Pennisi **Suffix:**

Marijuana Establishment Name: Sparkboro Wellness Corp. **Business Type:** Marijuana Retailer

Marijuana Establishment City: Williamstown **Marijuana Establishment State:** MA

Individual 2

First Name: Edwin **Last Name:** Perez **Suffix:**

Marijuana Establishment Name: Sparkboro Wellness Corp. **Business Type:** Marijuana Retailer

Marijuana Establishment City: Williamstown **Marijuana Establishment State:** MA

Individual 3

First Name: Edward **Last Name:** Sheern **Suffix:**

Marijuana Establishment Name: Sparkboro Wellness Corp. **Business Type:** Marijuana Retailer

Marijuana Establishment City: Williamstown **Marijuana Establishment State:** MA

Individual 4

First Name: Stephen **Last Name:** Pennisi **Suffix:**

Marijuana Establishment Name: Sparkboro Corp. **Business Type:** Marijuana Cultivator

Marijuana Establishment City: Holyoke **Marijuana Establishment State:** MA

Individual 5

First Name: Stephen **Last Name:** Pennisi **Suffix:**

Marijuana Establishment Name: Sparkboro Corp. **Business Type:** Marijuana Product Manufacture

Marijuana Establishment City: Holyoke **Marijuana Establishment State:** MA

Individual 6

First Name: Edwin **Last Name:** Perez **Suffix:**

Marijuana Establishment Name: Sparkboro Corp. **Business Type:** Marijuana Cultivator

Marijuana Establishment City: Holyoke **Marijuana Establishment State:** MA

Individual 7

First Name: Edwin **Last Name:** Perez **Suffix:**

Marijuana Establishment Name: Sparkboro Corp. **Business Type:** Marijuana Product Manufacture

Marijuana Establishment City: Holyoke **Marijuana Establishment State:** MA

Individual 8

First Name: Edward **Last Name:** Sheern **Suffix:**

Marijuana Establishment Name: Sparkboro Corp. **Business Type:** Marijuana Cultivator

Marijuana Establishment City: Holyoke **Marijuana Establishment State:** MA

Individual 9

First Name: Edward **Last Name:** Sheern **Suffix:**

Marijuana Establishment Name: Sparkboro Corp. **Business Type:** Marijuana Product Manufacture

Marijuana Establishment City: Holyoke **Marijuana Establishment State:** MA

MARIJUANA ESTABLISHMENT PROPERTY DETAILS

Establishment Address 1: 1268 Curran Highway

Establishment Address 2:

Establishment City: North Adams **Establishment Zip Code:** 01247

Approximate square footage of the establishment: 2321 **How many abutters does this property have?:** 4

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

HOST COMMUNITY INFORMATION

Host Community Documentation:

Document Category	Document Name	Type	ID	Upload Date
Community Outreach Meeting Documentation	Sparkboro North Adams Community Outreach Meeting Attestation Form.pdf	pdf	5e713c7d961ad539052ba767	03/17/2020
Certification of Host Community Agreement	2020.03.18_HCA Certification_Sparkboro Wellness NAMA Corporation (1).pdf	pdf	5e73b6d9172cbc354597293c	03/19/2020
Plan to Remain Compliant with Local Zoning	sparkboro-north.adams-retail.local.compliance.statement-5.10.20.pdf	pdf	5ebb5f8ccb1edf34af2ddf98	05/12/2020

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.: $1

PLAN FOR POSITIVE IMPACT

Plan to Positively Impact Areas of Disproportionate Impact:

Document Category	Document Name	Type	ID	Upload Date
Plan for Positive Impact	FINAL Retail - Sparkboro Wellness NAMA Corp. - Positive Impact Plan.pdf	pdf	5e6a70a4d21b9346780e2c52	03/12/2020
Other	NEVA PIP letter for Sparkboro North Adams.pdf	pdf	5e6a723e49038b46abf1e71c	03/12/2020
Other	MRCC PIP letter for Sparkboro North Adams.pdf	pdf	5e6a724044a317443c109b6b	03/12/2020

ADDITIONAL INFORMATION NOTIFICATION

Notification:

INDIVIDUAL BACKGROUND INFORMATION

Individual Background Information 1

Role: **Other Role:**

First Name: Stephen **Last Name:** Pennisi **Suffix:**

RMD Association: Not associated with an RMD

Background Question: no

Individual Background Information 2

Role: **Other Role:**

First Name: Edwin **Last Name:** Perez **Suffix:**

RMD Association: Not associated with an RMD

Background Question: no

Individual Background Information 3

Role: **Other Role:**

First Name: Edward **Last Name:** Sheern **Suffix:**

RMD Association: Not associated with an RMD

Background Question: no

ENTITY BACKGROUND CHECK INFORMATION

No records found

MASSACHUSETTS BUSINESS REGISTRATION

Required Business Documentation:

Document Category	Document Name	Type	ID	Upload Date
Bylaws	bylaws-NAMA.pdf	pdf	5e66514dd21b9346780e1faa	03/09/2020
Secretary of Commonwealth - Certificate of Good Standing	goodstanding-corp-nama.pdf	pdf	5e665156e25eb94410038f74	03/09/2020
Articles of Organization	Sparkboro NAMA Articles of Organization MA.pdf	pdf	5e6652124a895743f3a6b8cb	03/09/2020
Department of Revenue - Certificate of Good standing	goodstanding-mtc-nama.pdf	pdf	5e67b8e0f63398441bbc0785	03/10/2020
Department of Revenue - Certificate of Good standing	UA-nama.pdf	pdf	5e94bea8d29ad935715987ac	04/13/2020

Certificates of Good Standing:

Document Category	Document Name	Type	ID	Upload Date
Secretary of Commonwealth - Certificate of Good Standing	SECSTATE-COGS.pdf	pdf	60ea053923f3f9033f37610f	07/10/2021
Department of Revenue - Certificate of Good standing	DOR-COGS.pdf	pdf	60ea053ada52e3026d461cc2	07/10/2021
Department of Unemployment Assistance - Certificate of Good standing	UA-nama (1).pdf	pdf	60ea0605aa87100331f6458f	07/10/2021

Massachusetts Business Identification Number: 001428476

Doing-Business-As Name:

DBA Registration City:

BUSINESS PLAN

Business Plan Documentation:

Document Category	Document Name	Type	ID	Upload Date
Business Plan	bizplan-nama.pdf	pdf	5e66527473b705467feca551	03/09/2020
Plan for Liability Insurance	Letter_of_Intent_to_Bind_Coverage_-_Sparkboro_Wellness_NAMA_Corp.pdf	pdf	5e94bed2554b033566cd26c3	04/13/2020
Proposed Timeline	Updated Timeline for North Adams 7-10-2021.pdf	pdf	60ea072efb983a0274aad469	07/10/2021

OPERATING POLICIES AND PROCEDURES

Policies and Procedures Documentation:

Document Category	Document Name	Type	ID	Upload Date
Dispensing procedures	Retail - Sparkboro Wellness Corp. - Dispensing procedures.pdf	pdf	5e665576d21b9346780e1fc0	03/09/2020
Inventory procedures	Retail - Sparkboro Wellness Corp. - Inventory Procedures.pdf	pdf	5e665578d2a4e44405839e90	03/09/2020
Maintaining of financial records	Retail - Sparkboro Wellness Corp. - Maintaining of Financial Records.pdf	pdf	5e66557ab56dea46718f2df2	03/09/2020

Personnel policies including background checks	Retail - Sparkboro Wellness Corp. - Personnel policies including background checks.pdf	pdf	5e6655a35a27c34431d1950a	03/09/2020
Plan for obtaining marijuana or marijuana products	Retail - Sparkboro Wellness Corp. - Plan for Obtaining Marijuana or Marijuana Products.pdf	pdf	5e6655a549038b46abf1d9e3	03/09/2020
Prevention of diversion	Retail - Sparkboro Wellness Corp. - Prevention of Diversion.pdf	pdf	5e6655a6fd7e6446b62a55d4	03/09/2020
Qualifications and training	Retail - Sparkboro Wellness Corp. - Qualifications and training.pdf	pdf	5e6655a9d2a4e44405839e94	03/09/2020
Quality control and testing	Retail - Sparkboro Wellness Corp. - Quality Control and testing.pdf	pdf	5e6655d5d2a4e44405839e98	03/09/2020
Security plan	Retail - Sparkboro Wellness Corp. - Security Plan (1).pdf	pdf	5e6655db8b5ea5469520e97a	03/09/2020
Storage of marijuana	Retail - Sparkboro Wellness Corp. - Storage of Marijuana.pdf	pdf	5e6655f59e668e468af07410	03/09/2020
Transportation of marijuana	Retail - Sparkboro Wellness Corp. - Transportation of Marijuana.pdf	pdf	5e6655f6a290f94426bd9bfe	03/09/2020
Record Keeping procedures	Copy of Retail - Sparkboro Wellness NAMA Corp. - Record Keeping Procedures.pdf	pdf	5ebb61a91cd17834bad6283b	05/12/2020
Restricting Access to age 21 and older	Copy of Retail - Sparkboro Wellness NAMA Corp. - Restricting Access to age 21 or older (1).pdf	pdf	5ebb61aacb1edf34af2ddf9e	05/12/2020
Diversity plan	Retail - Sparkboro Wellness NAMA Corp. - Diversity Plan.pdf	pdf	5eceb120f16b5934c591cc52	05/27/2020

MARIJUANA RETAILER SPECIFIC REQUIREMENTS

No documents uploaded

No documents uploaded

ATTESTATIONS

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

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

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

Notification:

I 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:

COMPLIANCE WITH POSITIVE IMPACT PLAN

Progress or Success Goal 1

Description of Progress or Success: See attached.

COMPLIANCE WITH DIVERSITY PLAN

Diversity Progress or Success 1

Description of Progress or Success: See attached.

HOURS OF OPERATION

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

Cannabis Control Commission
COMMONWEALTH OF MASSACHUSETTS

Community Outreach Meeting Attestation Form

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

I, Stephen Pennisi, (*insert name*) attest as an authorized representative of Sparkboro Wellness NAMA Corp. (*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 3/10/2020 (*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 February 25, 2020 (*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 February 21, 2020 (*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 February 21, 2020 (*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.

Public Notices

The land, with buildings thereon, on the easterly side of White Oaks Road, in said Williamstown, bounded and described as follows:

PARCEL #1:

Beginning at an iron pipe at the northeast corner of land conveyed to Nelson J. Foster by Basil Walker and Agnes Walker by deed dated February 25, 1952, and recorded in the Northern Berkshire Registry of Deeds in Book 471, Page 341;

thence N 59° 43' W, approximately 60 feet to the easterly line of the White Oaks Road;

thence S 39° 40' W, approximately 117 feet to the northerly line of land conveyed by Nelson J. Foster to Nelson J. Foster, Jr., et ux, by deed dated June 20, 1952, recorded said Registry in Book 471 Page 374;

thence easterly, along the northerly line of land conveyed to said Nelson J. Foster, Jr. et ux, a distance of approximately 60 feet to the westerly line of land now or formerly of one Ralston;

thence N 26° 40' E, a distance of approximately 42 feet to a point;

thence N 47° 15' E, approximately 79 feet to the point and place of beginning.

Being all and the same premises conveyed to the mortgagors herein by deed of Nelson J. Foster dated February 9, 1953, recorded in said Registry Book 471 Page 432.

PARCEL #2:

Beginning at the northwest corner of land now owned by Frederick and Lorraine Marchegiani;

thence S 61° 27' 41" E, a distance of approximately 61.7 feet;

thence N 45° 19' 09" E, a distance of 3.50 feet;

thence N 47° 40' 12" W, a distance of 60.73 feet;

thence southwest along the southeasterly line of said White Oaks Road a distance of 18.17 feet to the point and place of beginning.

Being all and the same premises conveyed to the mortgagors herein by deed of Alice E. Foster et al dated September 24, 1985, recorded in said Registry Book 743 Page 974.

Subject to and together with the benefits of a boundary line agreement dated February 3, 1986, between Nelson J. Foster, Jr., and Lorraine Marchegiani, as parties of the first part, and Frederick Marchegiani and Lorraine Marchegiani, as parties of the second part, recorded in said Registry Book 749 Page 955.

Parcel #3:

Beginning at an iron pin in the Northerly line or land owned by Wondolowski, and running N 37° 43' 54" E 42.00' to an iron pin, thence N 58° 12' 51" E 78.57' to an iron pin, thence turning and running S 48°34' 48" E, 25' to an iron pin in the Northerly line of land owned by Kirby, thence running and running S 53° 23' 53" 120.53' to an iron pin, thence turning and running N 46° 21' 36" W 20' to the place of beginning.

Meaning and intending to convey and hereby expressly conveying in mortgage the same premises conveyed to the mortgagor herein by deed of William M. Kirby, Jr. and Mary Ann Kirby, dated January 23, 1999 and recorded with the Northern Berkshire Registry of Deeds in Book 974, Page 217.

Said premises will be sold subject to any and all unpaid taxes and other municipal assessments and liens, prior liens, mortgages and other enforceable encumbrances of record having priority over the mortgage described herein, and subject to, and with the benefit of, all easements, restrictions, improvements, reservations and conditions of record, and all tenancies and/or rights of parties in possession, including rights or claims to personal property installed by tenants or former tenants now located on the premises. It shall be the bidder's sole responsibility to ascertain all items described in this paragraph and no representations are made concerning compliance with applicable zoning, building, sanitary or other state and/or municipal laws, ordinances or regulations.

TERMS OF SALE: FIVE THOUSAND DOLLARS ($5,000.00) will be required to be paid in cash or by certified check or bank cashier's check by the purchaser at the time and place of sale. The balance is to be paid in cash or by certified or bank cashier's check and the deed shall be delivered within twenty-one (21) days after the public auction at the offices of HASHIM & SPINOLA, 82 Wendell Avenue, Pittsfield, Massachusetts. The purchaser will be responsible for all the closing costs, recording fees, deed stamps and shall be required to sign an Auctioneer's Memorandum containing the terms of this sale.

In the event the successful bidder shall default in purchasing the within described premises according to the terms of this Notice of Sale and/or the terms of the Memorandum of Sale executed at the time of the foreclosure, the Mortgagee reserves the right to sell the property by Foreclosure Deed to the second highest bidder provided that the second highest bidder shall deposit with the Mortgagee's attorneys, HASHIM & SPINOLA, the amount of the required deposit as set forth herein within three (3) business days after written Notice of Default of the previous highest bidder, and title shall be conveyed to the said second highest bidder within twenty (20) days of said written notice.

This sale may be postponed or adjourned from time to time, if necessary, by the attorney for the mortgagee at the scheduled time and place of sale. The description for the premises contained in said Mortgage shall control in the event of a typographical error in this publication.

Other terms, if any, to be announced at the time and place of sale.

MOUNTAINONE BANK,
Holder of Said Mortgage

Date: January 27, 2020

FROM THE OFFICES OF:
HASHIM & SPINOLA
Attorneys for the Mortgagee
82 Wendell Avenue
Pittsfield, MA 01201
(413) 499-1304

AUCTIONEER:
Daniel P. McLaughlin
Daniel P. McLaughlin & Co., LLC
31 New Chardon Street
Boston, MA 02114

AD# 46230
02/11/2020, 02/18/2020
02/25/2020

Notice is hereby given that a **Community Outreach Meeting** for a proposed Marijuana Establishment is scheduled for **March 10, 2020 at 6 pm at Greylock Works, 508 State Road, North Adams MA 01247.** The proposed Marijuana Retail Establishment is anticipated to be located at 1268 Curran Highway, North Adams, MA 01247. There will be an opportunity for the public to ask questions.

AD# 46825
02/25/2020

Planning Board
Town of Great Barrington
Public Hearing

The Great Barrington Planning Board will hold a public hearing, pursuant to MGL Ch. 40A, s. 5, on **Thursday, March 12, 2020 at 6:00 PM at the Town Hall, 334 Main Street, Great Barrington,** to provide an opportunity to comment on proposed changes to the Zoning Bylaw and the Zoning Map. Proposals include: Amendments of references to the special permit authority; Amending the allowed uses in the Downtown B zone; Amending setback and height regulations for accessory buildings; Amending the Table of Use Regulations to add accessory dwelling units (ADUs); Amending the ADU regulations in Section 8.2; Amending the definitions to allow a tiny home as an ADU; Amending the maximum lot coverage in the Schedule of Dimensional Requirements; Amending the design review procedures and creating a new section for design review; Amending the Planning Unit Residential Development (PURD) regulations; Amending the regulations for swimming pools; Changing the residential use permissions and the special permit authority for residential uses; Amending the Water Quality Protection Overlay District to clarify the process for altering nonconforming uses; Creating a new section for the conversion of nursing homes to multifamily uses; Amending Section 7.18 to regulate the number, location, and physical requirements of marijuana establishments, and amending the Table of Use Regulations to allow marijuana establishments by Special Permit in I-2 zones; Amending Section 8.4 to regulate the residential density and the required nonresidential space in mixed use developments; and, Amending the Zoning Map and Section 9.11 to rezone portions of the MXD district to an R-3 district. A copy of the proposed amendments may be reviewed in the Town Clerk's office at Town Hall during regular business hours, or on the town website
www.townofgb.org
Any person wishing to be heard on these matters should appear at the time and place designated. Written comments will be accepted prior to the public hearing.

Brandee Nelson, Chair

AD#s: 46826, 46827
02/25/2020, 03/03/2020

PUBLIC HEARING
ADAMS ZONING BOARD

In accordance with the Adams Zoning Bylaws and requirements of MGL c. 40A, the following public hearing will be held **in the Mahogany Room at the Town Hall, 8 Park Street, Adams, MA on March 10, 2020 at 6:00 P.M.**

Application of Action Sign Company, LLC. for property located at 21 Columbia Street, requesting a Variance under §125-15 "Sign Regulations" of the Adams Zoning Bylaw for two internally illuminated signs to be placed on a retail building in a B-2 Zoning District.

Brian Tenczar, Acting Chairman

AD#s 46764, 46765
02/25/2020, 03/03/2020

PUBLIC HEARING
LANESBOROUGH
ZONING BOARD OF APPEALS

In accordance with the Lanesborough Zoning Bylaws and requirements of MGL c. 40A, the following public hearing(s) will be **held at the Town Hall, Community Room, 83 North Main Street, Lanesborough, MA on Tuesday, March 10, 2020 at 7:00 PM.**

Application of Tiffany Roberts for property located at 177 Narragansett Avenue, requesting a variance under §V "Intensity Regulations" of the Lanesborough Zoning Bylaws to construct a deck within required side yard setback.

Kevin M. Towle, Chairman

AD#46482, 46483
02/25/2020, 03/03/2020

Section 00.11.39
ADVERTISEMENT TO BID

The **Lenox Housing Authority**, the Awarding Authority, invites sealed bids from **Contractors** for the **667-2 Parking Lot Improvements RE-BID, #152086** in Lenox, Massachusetts, in accordance with the documents prepared by **Graves Engineering, Inc..**

The Project consists of: Removal and replacement of paved parking, driveway and walkway areas.

The work is estimated to cost **$110,000.**

Bids are subject to M.G.L. c.30§39 & to minimum wage rates as required by M.G.L. c.l49 §§26 to 27H inclusive.

THIS PROJECT IS BEING ELECTRONICALLY BID AND HARD COPY BIDS WILL NOT BE ACCEPTED. Please review the instructions in the bid documents on how to register as an electronic bidder. The bids are to be prepared and submitted at
www.biddocsonline.com
Tutorials and instructions on how to complete the electronic bid documents are available online (click on the "Tutorial" tab at the bottom footer).

General Bids will be received until **11:00 AM on Thursday, 19 March 2020** and publicly opened online, forthwith.

All Bids should be submitted online at www.biddocsonline.com and received no later than the date and time specified above.

General bids shall be accompanied by a bid deposit that is not less than five (5%) of the greatest possible bid amount (considering all alternates), and made payable to the **Lenox Housing Authority.**

Bid Forms and Contract Documents will be available for pick-up at
www.biddocsonline.com
(may be viewed electronically and hardcopy requested) or at Nashoba Blue, Inc. at 433 Main Street, Hudson, MA 01749 (978-568-1167).

There is a plan deposit of **$50.00** per set (maximum of 2 sets) payable to BidDocs ONLINE Inc.

Plan deposits may be electronically paid or by check. This deposit will be refunded for up to two sets for general bidders and for one set for sub-bidders upon return of the sets in good condition within thirty (30) days of receipt of general bids. Otherwise the deposit shall be the property of the Awarding Authority.

Additional sets may be purchased for **$50.00**

Bidders requesting Contract Documents to be mailed to them shall include a separate check for **$ 40.00** per set for UPS Ground (or $65.00 per set for UPS overnight), non-refundable, payable to the BidDocs ONLINE Inc., to cover mail handling costs.

PRE-BID CONFERENCE / SITE VISIT:
Date and Time:
Thursday, 5 March 2020
at 11:00 AM
Address:
Office/Community Room
at the Lenox Housing Authority
(project site), 6 Main Street, Lenox
Instructions:
The pre-bid conference is not mandatory.

SITE VISIT BY APPOINTMENT:
NONE

The Contract Documents may be seen, but not removed at:

Lenox Housing Authority
6 Main Street
Lenox, MA 01420
413-637-5585

Nashoba Blue Inc.
433 Main Street
Hudson, MA 01749
978-568-1167

AD#46600
02/18/2020, 02/25/2020

THE COMMONWEALTH OF MASSACHUSETTS
MASSACHUSETTS DEPARTMENT OF TRANSPORTATION
HIGHWAY DIVISION
NOTICE OF A PUBLIC HEARING
Project File No. 608485

A Design Public Hearing will be held by MassDOT to discuss the proposed resurfacing and related work on Route 8 (from MM44.43 to MM47.77) in Pittsfield/Lanesborough, MA.

WHERE:
Lanesborough Town Hall
Basement
83 North Main Street,
Lanesborough, MA 01237

WHEN:
Wednesday, March 11, 2020
@ 7:00 PM

PURPOSE: The purpose of this hearing is to provide the public with the opportunity to become fully acquainted with the proposed **RESURFACING & RELATED WORK ON ROUTE 8 (Cheshire Road) from South of Deerfield Street to Cheshire town line, (from MM 44.43 TO MM 47.77)** project. All views and comments made at the hearing will be reviewed and considered to the maximum extent possible.

PROPOSAL: This project includes the resurfacing of Route 8 in the Town of Pittsfield/Lanesborough from MM 44.43 to MM 47.77) for a length of approximately 3.3 miles. The proposed improvements consist of pavement resurfacing, sidewalk re-construction and bicycle accommodation consisting of a usable shoulder, as applicable. The proposed improvements will increase roadway safety for all roadway users while balancing impacts to right-of-way (ROW), environmental resource areas and abutting properties.

A secure right-of-way is necessary for this project. Acquisitions in fee and permanent or temporary easements may be required. The Commonwealth of Massachusetts is responsible for acquiring all needed rights in private or public lands. MassDOT's policy concerning land acquisitions will be discussed at this hearing.

Written views received by MassDOT subsequent to the date of this notice and up to five (5) days prior to the date of the hearing shall be displayed for public inspection and copying at the time and date listed above. Plans will be on display one-half hour before the hearing begins, with an engineer in attendance to answer questions regarding this project. A project handout will be made available on the MassDOT website listed below.

Written statements and other exhibits in place of, or in addition to, oral statements made at the Public Hearing regarding the proposed undertaking are to be submitted to Patricia A. Leavenworth, P.E., Chief Engineer, MassDOT, 10 Park Plaza, Boston, MA 02116, Attention: Roadway Project Management, Project File No. 607432. Such submissions will also be accepted at the hearing. Mailed statements and exhibits intended for inclusion in the public hearing transcript must be postmarked no later than ten (10) business days after this Public Hearing. Project inquiries may be emailed to
dot.feedback.highway
@state.ma.us

This location is accessible to people with disabilities. MassDOT provides reasonable accommodations and/or language assistance free of charge upon request (including but not limited to interpreters in American Sign Language and languages other than English, open or closed captioning for videos, assistive listening devices and alternate material formats, such as audio tapes, Braille and large print), as available. For accommodation or language assistance, please contact MassDOT's Chief Diversity and Civil Rights Officer by phone (857-368-8580), fax (857-368-0602), TTD/TTY (857-368-0603) or by email (MassDOT.CivilRights
@dot.state.ma.us)
Requests should be made as soon as possible prior to the meeting, and for more difficult to arrange services including sign-language, CART or language translation or interpretation, requests should be made at least ten (10) business days before the meeting.

In case of inclement weather, hearing cancellation announcements will be posted on the internet at
http://www.massdot.state.ma.us/Highway/

JONATHAN GULLIVER
HIGHWAY ADMINISTRATOR

PATRICIA A. LEAVENWORTH, P.E.
CHIEF ENGINEER

Ad#s: 46831, 46832
02/25/2020, 03/04/2020

The Mount Greylock Regional School District will hold a **PUBLIC HEARING** regarding the FY 2021 Budget on **March 05, 2020 at 6pm at the Mount Greylock Regional School, 1781 Cold Spring Road, Williamstown, MA 01267.**

The proposed budget will be posted on the District website at least 48 hours prior to the public hearing and hard copies can be made available upon request,
Please contact 413-458-9582 x4000 for more information.

In the event of snow resulting in the closure or early dismissal of school, a snow date for the PUBLIC HEARING will be scheduled on Tuesday, March 10, 2020 at 6pm at the Mount Greylock Regional School.

AD# 46747
02/21/2020, 02/22/2020,
02/23/2020, 02/24/2020,
02/25/2020

Town of Lenox
Zoning Board of Appeals

Notice is hereby given that the Lenox Zoning Board of Appeals will hear a Petition for a Special Permit for the property at 16 Blantyre Road (Map 4, Parcel 75) owned by Blantyre Hotel Ventures LLC in the Residential "R1A" district on **March 4th at 7:00 p.m. in Lenox Town Hall (6 Walker Street).** The Special Permit from section 8.9 "Estate Preservation Area" of the Lenox Zoning Bylaw is to allow for the redevelopment, preservation and protection of an Estate Preservatio n-qualifying building, open space and settings associated with such building. The proposed project will include a new 45-room hotel building, 20 townhouses, relocation of the spa facilities and 14 new building lots. Copies of the petition are available for review in the office of Town Clerk Monday-Friday, 8:30 a.m. to 4:00 p.m. or on the Lenox website 24/7.

AD# 46635
02/18/2020, 02/25/2020

Announcements

STORAGE SPACE AVAILABLE
at Lanesboro Self Storage
525 South St., Lanesboro
413-358-2448
413-445-2500

Found

★ NEW AD TODAY ★

CELL PHONE. Found in Dalton. 413-684-0723

Apartment Rentals

ALL RENTALS
on-line at:
www.rhabc.com
by the
Rental Housing Association
of
Berkshire County

NORTH ADAMS:
FRANKLIN COURT
1 & 2 bedroom apartments in modern brick buildings. Large living room, eat in kitchen. Each apartment has its own oversized garage. Laundry, swimming pool, large gazebo. From $895 to $1050 includes heat, hot water. No pets.
(413) 281-3868

Furnished Apartments

PITTSFIELD. Furnished 1 BR apt. and rooms for rent. Pay daily, weekly, & monthly. Everything included. 413-841-2644

Wanted to Rent

SMALL ROOM wanted with mail-box. Work regionally, wont be living at room. Need mail collection and room while out of town. Call Rob at **413-770-1099**.

Help Wanted

CARRIERS NEEDED:

Springside/ Crane Ave.
Paper Count: 169-170
Time: 2.5 hours
Approx. Pay:
$550 Bi- Weekly

Contact Eric
413-496-6343

CLASSIFIEDS hold many, many opportunities. They give opportunity for you to buy items, meet people, sell unwanted items, find housing, save money, earn a couple bucks, and much, much more.

Help Wanted

HELP WANTED

Our company is looking for an experienced
DIRECT TO CONSUMER SALESPERSON
but we're willing to train someone with an outgoing personality. We will be in NW Mass the first week of February looking for the right candidate to join our company. If you are looking for a flexible sales position that can provide an above average living, this could be the right position for you. All we ask is that you hit the monthly sales goal and the sales goal is so obtainable it's ridiculous. If you're even an average salesperson, the potential exists for you to earn $25 to more than $75 per hour. You will be selling the Berkshire Eagle and two of its' sister publications from a kiosk in local retail establishments like Walmart and local grocery stores. If this sounds like something that you would like to learn more about, we would love to hear from you. Interested parties can respond to: djohnson@actionconsumermarketing.com or leave a voicemail at 774-312-7350.

The Berkshire Eagle

The Berkshire Eagle has Driver Positions open on day and night shift.
This is a full-time position with benefits.
Driving cargo vans and box trucks for deliveries, as well as some inside duties in our bindery.
Applicant must have a clean driving record, the ability to obtain and maintain a DOT medical card and pass a standard drug screen.
To apply, go to:
Berkshireeagle.com/apply and complete the online application.

$100 and Under

1950'S TOY. Robert The Robot; walks and talks; original box: $80. 413-443-9661

1953 PUPPET. Paul Winchell's "Jerry Mahoney". $85. 413-443-9661

★ NEW AD TODAY ★

AUDI ROOF RACK. 2012, never used. $100. Call or text 413-281-2568

★ NEW AD TODAY ★

BEDSHEETS. 2 Single bottom fitted, red, unused plastic covers. $18. 413-344-4945

BICYCLE. Womens Biria. $100. 413-442-0189

BOOKS. Do you like to read? Great selection. $1. - $5. Some free. 413-743-2451

BOWLING BALL. Black Diamond, 12 lbs. $25. 518-794-9496

BOWLING BALL. Galaxie 300, brown, 13 lbs. $25. 518-794-9496

BROTHER PRINTER/COPIER. Color MFC, Scanner, Fax, PC Fax. Never Used. $25. 413-441-8292

BURBERRY RAINCOAT. Mens, XL, tan. $50. 413-637-1860

CANON COPIER (PC6RE), totally refurbished. $65 OBO. 413-623-5000

★ NEW AD TODAY ★

CERAMIC CHRISTMAS TREES. Both $75. 413-464-8229

CHINA. White w/silver band. Service for 12 w/serving pcs. $100. 413-442-0189

COFFEE MAKER. 12 cup, permanent filter, never used. $15. 413-442-8270

For Sale: Daily paper subscriptions. Call 1-800-245-0254.

PERFERX-PRECISION
OUR FAMILY SHARES YOUR VISION

Temp/Temp to Hire Position

Optical Wholesale Lab looking for help in the Finishing Department.
Hours 10am to 6:30pm,
with the ability to work overtime as needed.
Fast paced working environment, person will be expected to learn quickly and produce quality results. Duties include blocking lenses, edging, beveling, washing and mounting lenses, tinting, tracing and final inspection. Closely supervised position with routine and repetitive work.
Compensation based on experience.

Contact Paula Miller
800-649-2550
or email PMiller@perferxoptical.com

CONSUMER SALES & EVENTS MANAGER

New England Newspapers, Inc. is seeking a dynamic and self-motivated person to help grow readership in both print and digital in our media markets.

We are looking for the person who can provide complete and appropriate solutions to boost customer acquisition and retention. This individual will also manage our growing events business.

The best candidate for this position is someone who can work independently and be a team player who will work with every department.

The person will work closely with the Director of Audience Development to grow relationships with key businesses and organizations to help increase readership through creative promotional tactics and outreach.

Experience in marketing, customer service and proficient computer skills are needed for this position. Some nights and weekends will be required.

This is a full time position with benefits that include health, dental, vision and life insurance as well as a 401(k), vacation and sick time.

To apply for this position, attach a cover sheet and resume to your completed online application at
Berkshireeagle.com/apply

New England Newspapers, Inc.

New England Newspapers, Inc., a group of locally-owned community newspapers, has a full-time position for a professional available in our Business Office in Pittsfield, MA

Responsibilities include cash application, daily balancing, customer inquiries and collections, as well as various daily and month end business office operational tasks.

Applicants should have excellent computer skills including Microsoft Office. Experience with accounting, circulation, and advertising software applications a plus. Successful candidates will have strong organization and communication skills and will want to be part of a team. Attention to detail and strong critical thinking and problem solving skills are a must. Position requires someone who maintains confidentiality, has high ethical standards and is self-motivated. Candidates should have an Associate's Degree or equivalent business experience.

Full benefits package offered, which includes: health, dental, vision, life insurance, 401k, vacation and sick time.
To apply, please complete the on-line application at berkshireeagle.com/apply and attach your resume and cover letter.

Attachment B

THE MENSING GROUP LLC
Massachusetts Cannabis Advisors
Local Permitting | State Licensing | Business Advising

February 21, 2020

To whom it may concern:

Notice is hereby given that a Community Outreach Meeting for a proposed Marijuana Establishment is scheduled for March 10, 2020 at 6 pm at Greylock Works, 508 State Road, North Adams MA 01247. The proposed Marijuana Retail Establishment is anticipated to be located at 1268 Curran Highway, North Adams, MA 01247. There will be an opportunity for the public to ask questions.

Sincerely,

Blake M. Mensing, President
The Mensing Group, LLC
100 State Street, 9th Fl.
Boston, MA 02109
Direct: (617) 333-8725
Email: Blake@MensingGroup.com

Attachment B

Parcel Number	GIS Number	Cama Number	Property Address	Owner Name	Owner Address	Owner City	Owner State	Owner Zip
15-0-9B	M_68247_936353	15-0-9B	1300 CURRAN HW		51 WEST MAIN ST	NORTH ADAMS	MA	01247
15-0-9C	M_68330_936399	15-0-9C	1280 CURRAN HW		PO BOX 507	ADAMS	MA	01220
15-0-9D	M_68252_936413	15-0-9D	1274 CURRAN HW		194 LANESBORO RD	CHESHIRE	MA	01225
15-0-9F	M_68345_936566	15-0-9F	CURRAN HW + SO STATE ST		120 WEST TUPPER ST	BUFFALO	NY	14201-2192
				Mayors Office	10 Main Street	NORTH ADAMS	MA	01247
				Community & Economic Development	10 Main Street	NORTH ADAMS	MA	01247
				City Clerk	10 Main Street	NORTH ADAMS	MA	01247
				Planning Board	10 Main Street	NORTH ADAMS	MA	01247
				City of North Adams	10 main Street	NORTH ADAMS	MA	01247

Attachment C

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				Planning Board	10 Main Street	NORTH ADAMS	MA	01247
				City of Norht Adams	10 main Street	NORTH ADAMS	MA	01247

Cannabis Control Commission
COMMONWEALTH OF MASSACHUSETTS

Host Community Agreement Certification Form

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

Applicant

I, STEPHEN PENNISI, (*insert name*) certify as an authorized representative of SPARKBORO WELLNESS NAMA CORP (*insert name of applicant*) that the applicant has executed a host community agreement with CITY OF NORTH ADAMS (*insert name of host community*) pursuant to G.L.c. 94G § 3(d) on March 18, 2020 (*insert date*).

Signature of Authorized Representative of Applicant

Host Community

I, Thomas W. Bernard, (*insert name*) certify that I am the contracting authority or have been duly authorized by the contracting authority for City of North Adams (*insert name of host community*) to certify that the applicant and City of North Adams (*insert name of host community*) has executed a host community agreement pursuant to G.L.c. 94G § 3(d) on March 18, 2020 (*insert date*).

Signature of Contracting Authority or
Authorized Representative of Host Community

PLAN TO REMAIN COMPLIANT WITH LOCAL ZONING

1268 Curran Highway, North Adams; Assessor Map 15, Lot 9H; General Business Zoning District B-2.

Sparkboro Wellness NAMA Corp.'s ("Sparkboro") proposed Retail Marijuana Establishment meets the City of North Adams' zoning ordinance definition for a marijuana establishment, specifically the definition for a marijuana retailer in its Zoning Ordinance, Section 10.12 (2) Definitions. This marijuana retail use shall be located in the General Business District (B-2) and is allowed by special permit with simultaneous site plan review from the North Adams Planning Board, which special permit will be duly applied-for, obtained and maintained by Sparkboro Wellness NAMA Corp. Other than a special permit and site plan review evaluated below there are no other land use approvals needed, just a building permit for the construction of the retail establishment under the Mass. State Building Code. The subject property consists of 0.8 acres and the site and use meet the dimensional and use requirements for the construction of a new marijuana establishment in this zone, pursuant to the Use Regulation Table (Appendix A) and Dimensional Regulation Schedule (Appendix B) of the City of North Adams Zoning Ordinance.

No time limit on duration of a special permit is stated in the zoning ordinance. Once a special permit is issued, meaningful construction of the project must commence within two (2) years of issuance of the special permit and Sparkboro shall meet that requirement. Pursuant to the ordinance, in the event the permitted establishment and license is sold or transferred a new special permit shall be required to ensure compliance with local ordinance.

The time frame for obtaining this special permit with site plan review is as follows: Upon formal filing with city clerk and planning board, approximately 21 days for publishing and posting of public notice of hearing date; one or two hearing dates to be accomplished within 30 to 60 days depending on frequency of meetings held by permit granting authority (planning board); approximately 30 days for board's writing of final decision and filing of decision with city clerk; 20-day appeal period with city clerk. Total time-frame is approximately 120 days.

Sparkboro meets the general requirements for special permits under the North Adams Zoning Ordinance, Section 10.12, for Licensed Marijuana Establishments (Ord. of 3.27.2018 town meeting vote).

General requirements.

(a) Sparkboro shall comply with the requirement of no outside storage of marijuana products or related supplies and materials.

(b) All activities and sales of Sparkboro shall be conducted indoors.

(c) No retail marijuana, marijuana products, or paraphernalia shall be displayed or kept in a retail marijuana store so as to be visible from outside of the licensed premises and Sparkboro shall comply.

(d) Operating hours of Sparkboro as a marijuana retailer shall be consistent with the regulations for alcohol retail sales locations unless determined otherwise by the planning board.

(e) There shall be no on-site consumption. This is prohibited on or within the premises.

(f) No sale of alcohol.

Design requirements.

(a) Permanent location. Sparkboro's subject site is permanent and shall be operated from a fixed location within a fully enclosed building.

(b) Signage shall comply with the regulations set forth in Section 7, Sign Regulations.

(c) Lighting. Outdoor light levels shall not exceed one foot-candle along property lines, nor 10 foot-candles for any location on the property.

(d) Landscaping. Sparkboro's proposed site shall provide landscaping to harmonize the marijuana establishment with surrounding uses.

(e) Off-street parking shall be provided by Sparkboro.

(f) There will not be any on-site drive-through facility.

(g) Sparkboro understands that fencing may be required if determined necessary by the Police Director or the Planning Board and Sparkboro will comply.

(h) There shall be no outdoor storage of waste, including dumpsters, for any marijuana retailer and Sparkboro waste shall be secured indoors.

Sparkboro meets the following requirements for special permits, generally, under the North Adams Zoning Ordinance, Section 12.3.4.

(1) The subject marijuana establishment will be in harmony with the general intent and purpose of this ordinance as it is within a business district where the use was voted as allowed under town meeting.

(2) The subject will not be detrimental to adjacent uses or to the established or future character of the neighborhood as the area is general business with mostly business uses and sparse residential uses nearby on large lots.

(3) The subject use will not have vehicular and pedestrian traffic of a type and quantity so as to cause significant adverse effect to the neighborhood as it is situated along Curran Highway (main travel way north-south in city) and will have ample on-site parking that meets parking ordinance.

(4) The subject use will not have a number of residents, employees, customers or visitors so as to cause significant adverse effect to the neighborhood as it is situated along Curran Highway (main travel way north-south in city) and will have ample on-site parking that meets parking ordinance.

(5) to (7) The subject establishment is retail only with sufficient parking for patrons and will not be dangerous to the immediate neighborhood or the premises through fire, explosion, emission of wastes or other causes and will not create such noise, vibration, dust, heat, smoke, fumes, odor, glare, adverse visual effects or other nuisance or serious hazard so as to adversely affect the immediate neighborhood and will not cause degradation of the environment;

(8) The subject site and use will not impose an excessive financial burden to the City as it is within a general business district and will be properly taxed with additional impact fees and payments under the host community agreement.

Sparkboro NAMA Corp.

Municipal Cost Documentation

At this time the Marijuana Establishment has received its Provisional License. It has not received its Final License nor its approval to Commence Operations. The licensee did not request records from the host community of any cost to the city or town reasonably related to the operation of the establishment because the Marijuana Establishment has not yet become operational and has not incurred any cost to the city or town reasonably related to the operation of the establishment.

POSITIVE IMPACT PLAN

Goals: Provide financial support to New England Veterans Alliance ("NEVA") and Massachusetts Recreational Consumer Council ("MRCC") because they are entities that offer support, education and/or job training to Massachusetts residents disproportionately impacted by the War on Drugs. The amounts of these donations will depend on the financial growth and profitability of the company. As sales and profits increase, Sparkboro Wellness NAMA Corporation ("Sparkboro") will revisit its program donation goals to consider more generous donations as business allows.

Goal 1: Donate a total of **$10,000.00 annually** to the organizations as more particularly described below.

Program: The donation to be made to Massachusetts Recreational Consumer Council is intended to benefit and enhance its ability to develop skills for Economic Empowerment Priority Applicants and Social Equity Training Program participants through mentoring, educational and informational events with cannabis industry networking opportunities and provide financial support to allow the organization to continue educating adult-use cannabis consumers in Massachusetts. **$5,000 annual donation**

The donation to be made to New England Veterans Alliance is intended to enhance its ability to cultivate veterans through alternative therapeutic programs. **$5,000.00 annual donation**

Measurement and Accountability: At the end of each year, Sparkboro will conduct an analysis and create a report on the amounts and percentages of donations and other financial support that the company has given to the programs outlined above. Sparkboro will continue to assess the viability and impact of financial donations made, and annually review donation goals amounts.

Sparkboro acknowledges and is aware, and will adhere to, the requirements set forth in 935 CMR 500.105(4) which provides the permitted and prohibited advertising, branding, marketing, and sponsorship practices of every Marijuana Establishment.

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

Sparkboro expressly understands that the progress or success of this plan will be required to be demonstrated upon each annual license renewal period in conformity with 935 CMR 500.101(1) and (2).

BYLAWS AND SHAREHOLDER AGREEMENT

OF

SPARKBORO WELLNESS NAMA CORP

(a Massachusetts corporation)

Effective as of MARCH 2, 2020

THE SHARES OFFERED HEREBY HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED ("1933 ACT"), OR THE SECURITIES LAWS OF ANY STATE AND ARE BEING OFFERED AND SOLD IN RELIANCE ON EXEMPTIONS FROM THE REGISTRATION REQUIREMENTS OF THE 1933 ACT AND SUCH LAWS. THE SHARES ARE SUBJECT TO RESTRICTION ON TRANSFERABILITY AND RESALE CONTAINED IN THIS BYLAWS AND SHAREHOLDER AGREEMENT AND MAY NOT BE TRANSFERRED OR RESOLD EXCEPT AS PERMITTED BY THIS BYLAWS AND SHAREHOLDER AGREEMENT AND UNDER THE 1933 ACT AND SUCH LAWS PURSUANT TO REGISTRATION OR EXEMPTION THEREFROM. THE SHARES HAVE NOT BEEN APPROVED OR DISAPPROVED BY THE SECURITIES AND EXCHANGE COMMISSION, ANY STATE SECURITIES COMMISSION OR OTHER REGULATORY AUTHORITY, NOR HAVE ANY OF THE FOREGOING AUTHORITIES PASSED UPON OR ENDORSED THE MERITS OF THE SECURITIES BEING SOLD HEREUNDER OR THE ACCURACY OR ADEQUACY OF THE INFORMATION HEREIN. ANY REPRESENTATION TO THE CONTRARY IS UNLAWFUL.

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BYLAWS AND SHAREHOLDER AGREEMENT
OF
SPARKBORO WELLNESS NAMA
CORP
(a Massachusetts corporation)

This SHAREHOLDER AGREEMENT (this "***Agreement***") of SPARKBORO WELLNESS NAMA CORP, a domestic business corporation organized under the laws of Massachusetts (the "***Company***"), is entered into and made effective as of March 2, 2020 by and among the Company, Stephen Pennisi, a domiciliary of the State of New York, Edwin Perez, a domiciliary of the State of New York, Christopher Saint-Victor, a domiciliary of the State of New Jersey, Edward Sheern, a domiciliary of the State of New York, and all other persons or entities who shall execute and deliver this Agreement or authorized counterparts or facsimiles of the same pursuant to the provisions hereof.

WHEREAS, the Company was organized by the filing of the Articles of Organization of the Company with the Secretary of the Commonwealth of Massachusetts on March 2, 2020 (hereafter, "the Articles of Organization");

WHEREAS, the Shareholders and the Company intend that this Agreement shall set forth the understanding between them with respect to the terms and conditions of their respective interests, rights and obligations with respect to the Company, the management and operation of the Company and the economic arrangement between them with respect to the Company; and

NOW, THEREFORE, the parties hereto, intending to be legally bound hereby, agree as follows:

ARTICLE 1: GENERAL

§1.1 Definitions.

Certain capitalized terms used in this Agreement shall have the respective meanings set forth on **Schedule B** attached hereto and made a part hereof, unless otherwise expressly provided herein or unless the context otherwise requires. Certain capitalized terms not defined herein may be defined by the provisions of the Massachusetts Business Company Act.

§1.2 Overview.

This Agreement sets forth the terms and conditions of certain rights and obligations regarding ownership of the Shares, including restrictions on transfer and buy-sell provisions.

§1.3 Principal Office.

The principal office of the Company shall be at 180 Elm Street, Suite i #340, Pittsfield, MA 01201 or at such other place or places as the Shareholders may determine from time to time.

§1.4 Registered Agent and Office.

The Company shall continuously maintain in Massachusetts: (a) a registered agent who may be an officer of the Company or another individual, a domestic corporation or not-for-profit domestic corporation, or a foreign corporation or not-for-profit foreign corporation qualified to do business in Massachusetts; and (b) a registered office, which may, but need not be, the same as any of its places of business. The business office of the registered agent shall also be the registered office of the Company. The Company shall record any change of its registered office or registered agent by filing a statement of change with the Secretary of the Commonwealth.

§1.5 Term.

The Company commenced on March 2, 2020, the date that the Articles of Organization of the Company was filed with the Massachusetts Secretary of Commonwealth and shall continue in existence in perpetuity or until earlier dissolved in accordance with the provisions of this Agreement and the Act.

§1.6 Purpose.

The purpose of the Company shall be to (a) cultivate, manufacture, market, promote, sell, distribute and otherwise provide products containing cannabis, products that enable persons to consume cannabis, and other related products, all for recreational use, but only in accordance with the laws of the Commonwealth of Massachusetts; (b) engage in all activities incidental thereto; and (c) engage in any other activities in which a Company formed under the laws of the Commonwealth of Massachusetts may lawfully engage.

§1.7 Names and Addresses of Shareholders.

The names and addresses of the Shareholders, along with the number of Shares owned by such Shareholders and their respective Capital Contributions and Percentage Interests, are as set forth on **Schedule A**, attached hereto and made a part hereof. The Board of Directors or an Officer designated by the Board shall cause **Schedule A** to be updated as necessary from time to time.

§1.8 Bylaws and the Act.

This Agreement shall constitute the "bylaws" (as that term is used in the Act) of the Company. The rights, powers, duties, obligations and liabilities of the Shareholders shall be determined pursuant to the Act and this Agreement. To the extent that the rights, powers, duties, obligations and liabilities of any Shareholder are different by reason of any provision of this Agreement than they would be under the Act in the absence of such provision, this Agreement shall, to the extent permitted by the Act, control.

ARTICLE 2: SHAREHOLDERS

§2.1 Annual Meeting.

The annual meeting of shareholders shall be held at 10:00 A.M., or at such other time as the board of directors shall determine, on June 30 in each year unless such date is a legal holiday. If such date is a legal holiday, then the annual meeting shall be held at the same hour on the next succeeding business day not a legal holiday. The purposes for which an annual meeting is to be held include the election of directors and transacting such other business as may properly be brought before such meeting.

§2.2 Special Meetings.

A special meeting of shareholders may be called at any time by the president or by the directors. Upon written application of one or more Shareholders who hold in the aggregate at least ten percent of all votes, which written application or applications shall be signed and dated by such shareholders and shall state the purpose for which the meeting is to be held, a special meeting shall be called by the secretary, or in case of the death, absence, incapacity or refusal of the secretary, by any other officer. Each call of a meeting shall state the place, date, hour and purposes of the meeting.

§2.3 Place of Meetings.

The place at which any special or annual meeting of shareholders shall be held shall be fixed by the board of directors. Meetings of shareholders may be held at any physical location in or outside Massachusetts. Any adjourned session of any meeting of the shareholders shall be held at the place designated in the vote of adjournment, or if no such place is designated, at the same place or by the same remote communication method as the adjourned meeting.

In addition, the board of directors may authorize any meeting to be held solely by remote communication with no fixed physical location, or may authorize that any shareholder or proxy not physically present at a meeting may participate in the meeting and be deemed present and entitled to vote. In the event that any shareholder or proxy is permitted to participate in a meeting by means of remote electronic communication: (a) the Company shall implement reasonable measures to verify that each person present and permitted to vote at a meeting is a shareholder or proxy; (b) the Company shall implement reasonable measures to provide such shareholders and proxies a reasonable opportunity to participate in the meeting and vote; and (c) if a shareholder or proxy votes or takes other action by remote communication at the meeting, a record of the vote or other action shall be maintained by the Company.

§2.4 Record Date for Purpose of Meetings.

The directors may fix in advance a time not more than 70 days before the date of any meeting of shareholders as the record date for determining the shareholders having the right to notice of and to vote at such meeting and any adjournment thereof. In such case only shareholders of record on such date shall have such right, notwithstanding any transfer of shares on the books of the Company after the record date. If no record date is fixed, the record date for determining shareholders having the right to notice of or to vote at a meeting of shareholders shall be at the close of business on the day before the day on which notice is given. If any meeting is adjourned

to a date more than 120 days after the date fixed for the original meeting, the directors shall fix a new record date.

§2.5 Notice of Meetings.

Written notice of the place, day and hour of all meetings of shareholders shall be given by the secretary, the assistant secretary or an officer designated by the directors, at least seven days but no more than 60 days before the meeting, to each shareholder entitled to vote thereat and to each shareholder who, by the Act, under the articles of organization or under this Agreement, is entitled to such notice. Notice of an adjourned meeting shall be given only if a new record date is fixed, in which case notice shall be given to all shareholders as of the new record date. The notice of a meeting shall state the purposes of the meeting. At a special meeting of shareholders, only business within the purpose or purposes described in the meeting notice may be conducted. Notice may be given by leaving such notice with the shareholder or at his residence or usual place of business, by mailing it, postage prepaid, and addressed to such shareholder at his address as it appears in the books of the Company, by facsimile telecommunication directed to a number furnished by the shareholder for the purpose, by electronic mail to the electronic mail address of the shareholder as it appears in the books of the Company, or by any other electronic transmission (defined as any process of communication that does not directly involve the physical transfer of paper and that is suitable for the retention, retrieval and reproduction of information by the recipient). The Company shall be entitled to rely on the address of a shareholder last notified to the Company. In case of the death, absence, incapacity or refusal of the secretary, the assistant secretary or the officer designated by the directors, such notice may be given by any other officer or by a person designated either by the secretary or by the person or persons calling the meeting or by the board of directors. Whenever notice of a meeting is required to be given to a shareholder under any provision of the Act or of the articles of organization or this Agreement, no such notice need be given to a shareholder, if a written waiver of notice, executed before or after the meeting by such shareholder or his attorney, thereunto authorized, is filed with the records of the meeting.

§2.6 Shareholders List for Meeting.

After fixing a record date for a meeting of shareholders, the secretary shall prepare an alphabetical list of all shareholders who are entitled to notice of the meeting. The shareholders list shall be available for inspection by any shareholder, his agent or attorney during the period beginning two days after notice of the meeting is given and continuing through the meeting at the Company's principal office, at a place identified in the meeting notice or, if the meeting is to be held only by remote communication, 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. A shareholder or his agent or attorney may copy the list at the principal office at his own expense as permitted by the Act.

§2.7 Quorum.

At any meeting of the shareholders, a majority in interest of all the shares issued, outstanding and entitled to vote upon a question to be considered at such meeting shall constitute a quorum for the consideration of such question, except that, if two or more voting groups are entitled to vote upon such question as separate voting groups, then, in the case of each such voting group, a quorum shall consist of a majority of the votes entitled to be cast by the voting group for

action on that matter. Notwithstanding the foregoing, shareholders, by a majority of the votes properly cast upon the question whether or not a quorum is present, may adjourn any meeting from time to time, and the meeting may be held as adjourned without further notice. 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 thereof, unless (a) 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 (b) in the case of an adjournment, a new record date is or shall be set for that adjourned meeting.

§2.8 Voting and Proxies.

Unless otherwise provided by the articles of organization, each shareholder shall have one vote for each share held by him of record on the record date and entitled to vote on the question or questions to be considered at any meeting of the shareholders according to the records of the Company. Shareholders may vote either in person or by proxy appointed by written appointment form signed by the shareholder or his attorney in fact. An appointment form shall be valid for the period stated therein, or, if no period is stated, for a period of 11 months from the date the shareholder signed the form, or the date of its receipt by the secretary or his agent, if undated. Appointment forms shall be filed with the secretary or other officer or agent authorized to tabulate votes before being voted. Except as otherwise limited therein, appointment forms appointing proxies for a particular meeting shall entitle the persons named therein to vote at any adjournment of such meeting but shall not be valid after final adjournment of such meeting.

§2.9 Action at Meeting.

When a quorum of a voting group is present for the consideration of a matter at any meeting of the shareholders, favorable action on a matter, otherwise than the election of directors, is taken by the voting group if a majority in interest of the shares present in person or by proxy and entitled to vote on such question votes in favor of the action, except where a larger vote is required by the Act, the articles of organization or this Agreement. Any election of directors by a voting group shall be determined by a plurality of the votes cast by shareholders in the voting group present in person or by proxy at the meeting and entitled to vote in the election. No ballot shall be required for such election unless requested by a shareholder present in person or by proxy at the meeting and entitled to vote in the election. Shares of the Company are not entitled to vote if they are owned, directly or indirectly, by another entity of which the Company owns, directly or indirectly, a majority of the voting interests. The Company may, however, vote any shares, including its own shares, held by it, directly or indirectly, in a fiduciary capacity.

§2.10 Action without Meeting.

Any action required or permitted to be taken at any meeting of the shareholders may be taken without a meeting by all shareholders entitled to vote on the action, or if the articles of organization so provide, 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, as evidenced by written consents of such shareholders 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 Company for inclusion with the records of meetings within 60 days of the date of the earliest dated consent delivered to the Company. The Company must,

at least seven days before it takes any action in reliance on consent obtained in accordance with this provision, give written notice of its intended action to shareholders not entitled to vote on the action in any case where the Act would require such notice if the action were to be taken by voting shareholders at a meeting, and, if the action will be taken with less than unanimous consent, to all shareholders entitled to vote who did not consent to the action. Such notice shall be accompanied by the same material that the Act or this Agreement would require to be sent to such shareholders with a notice of meeting. The Company may, for convenience, specify an effective date for such consents, provided that the Company shall not take action in reliance upon such consents except in compliance with the articles of organization and this Agreement.

§2.11 Electronic Action.

Any vote, consent, waiver, proxy appointment or other action by a shareholder shall be considered given in writing, dated and signed if it consists of an electronic transmission that allows the Company to determine: (a) the date the transmission was sent; and (b) that the sender of the transmission was the relevant shareholder, proxy, or agent, or a person authorized to act on any such person's behalf. The date on which the electronic transmission was sent shall be considered the date on which it was signed.

ARTICLE 3: DIRECTORS

§3. 1 Powers.

All corporate power shall be exercised by or under the authority of, and the business and affairs of the Company shall be managed under the direction of, a board of directors, subject to any limitation set forth in the articles of organization or herein. In the event of a vacancy in the board of directors, the remaining directors may exercise the powers of the full board until the vacancy is filled.

§3.2 Size of Board.

The board of directors shall consist of at least one director. The number of directors may be increased or decreased at any time or from time to time by the stockholders or by the directors by vote of a majority of directors then in office, except that any such decrease by vote of the directors shall only be made to eliminate vacancies existing by reason of the death, resignation or removal of one or more directors. No director need be a shareholder.

§3.3 Vacancies.

Any vacancy in the board of directors, including a vacancy resulting from the enlargement of the board, may be filled by the shareholders, by the board of directors, or if the directors remaining in office constitute fewer than a quorum, they may fill the vacancy by the vote of a majority of all the directors remaining in office. If the vacant office was held by a director elected by a voting group of shareholders, only the shareholders of that voting group or directors elected by that voting group are entitled to fill the vacancy.

§3.4 Tenure.

The initial director shall hold office only until the first meeting of the shareholders. Except as otherwise provided by the articles of organization or by this Agreement, each director excluding the initial director shall hold office until the next annual meeting of shareholders and thereafter until such director's successor is elected and qualified or until such director sooner dies, resigns, is removed or becomes disqualified.

§3.5 Committees.

The directors may, by vote of a majority of all directors then in office, elect from their number an executive or other committees, provided however that if the articles of organization or this Agreement provide that the number of directors required to take board action is greater than a majority of all directors then in office, then the vote of such greater number shall be required to elect any committee. Except as the directors may otherwise determine, any such committee may make rules for the conduct of its business, but unless otherwise provided by the directors or in such rules, its business shall be conducted as nearly as may be in the same manner as is provided by this Agreement for the directors. The directors may delegate to any committee some or all of their powers except those which they are prohibited from delegating by any provision of law or by the articles of organization or this Agreement. Without limitation of the foregoing, a committee may not (a) authorize distributions; (b) approve or propose to shareholders action that is required by law to 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 this Agreement; or (f) authorize or approve reacquisition of shares, except according to a formula or method prescribed by the board of directors.

§3.6 Meetings.

Regular meetings of the directors may be held without call or notice at such places and at such times as the directors may from time to time determine. Any or all of the directors may participate in a meeting of the directors or of a committee thereof 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; and participation by such means shall constitute presence in person at any such meeting.

A regular meeting of the directors may be held immediately following the annual meeting of shareholders at the same place as such shareholders' meeting. Special meetings of the directors may be held at any time and place designated in a call of the meeting by the chairman of the board, if any, the president or two or more directors.

§3.7 Notice of Special Meetings.

Notice of the date, time and place of all special meetings of the directors shall be given to each director by the secretary, or assistant secretary, or by the officer or one of the directors calling the meeting. Notice shall be given to each director in person, by telephone, voice mail, facsimile telecommunication, telegram or other electronic means sent to his usual or last known business or home address or phone number or by electronic mail to the electronic mail address of the director as last notified to the Company at least 24 hours in advance of the meeting or by mailing it to either such business or home address at least 48 hours in advance of the meeting. Notice need not be

given to any director if a written waiver of notice, executed by him before or after the meeting, is filed with the records of the meeting, or to any director who attends the meeting without protesting, prior to or at the meeting's commencement, the lack of notice to him. A notice or waiver of notice of a directors' meeting need not specify the purposes of the meeting.

§3.8 Quorum.

At any meeting of the directors, a quorum of the board of directors shall be a majority of the directors in office immediately before the meeting begins. Any meeting may be adjourned from time to time by a majority of the votes cast upon the question, whether or not a quorum is present, and the meeting may be held as adjourned without further notice.

§3.9 Action at Meeting.

If a quorum is present when a vote is taken, the vote of a majority of the directors present is an act of the board of directors, unless the articles of organization or this Agreement require the vote of a greater number of directors.

§3.10 Action by Consent.

Any action required or permitted to be taken at any meeting of the directors may be taken without a meeting if all directors then in office consent to the action in a writing signed by each director, or by electronic transmission delivered to the Company to the address specified by the Company for the purpose or, if no address is specified, to the principal office of the Company addressed to the secretary or other officer or agent having custody of the records of proceedings of directors, provided that such written consents and/or electronic transmissions shall be included in the minutes or filed with the corporate records reflecting the action taken. Action taken by written consent is effective when the last director signs or delivers consent, unless the consent specifies a different effective date. Consents given in accordance with this provision shall be treated as a vote of the directors for all purposes.

§3.11 Director Conflict of Interest.

A conflict of interest transaction is a transaction with the Company in which a director has a material direct or indirect interest (an "Interested Director"). Without limiting the interests that may create conflict of interest transactions, a director has an indirect interest in a transaction if another entity in which he has a material financial interest or in which he is a general partner is a party to the transaction (a "Related Party"), or if another entity of which he is a director, officer, or trustee or in which he holds another position is a party to the transaction and the transaction is or should be considered by the board of directors of the Company.

A conflict of interest transaction is not voidable by the Company solely because of the director's interest in the transaction if: (a) the material facts of the transaction and the director's interest were disclosed or known to the board or a committee of the board, and the board or committee authorized, approved or ratified the transaction by the vote of a majority of the directors on the board or committee who have no direct or indirect interest in the transaction, but a transaction may not be authorized, approved, or ratified by a single director; (b) 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 by the vote of a majority of the

shares entitled to vote or (c) the transaction was fair to the Company. In the case of clause (b) above, shares owned by or voted under the control of any Interested Director or Related Party shall not be entitled to vote.

§3.12 Returns and Other Elections.

Unless otherwise specified by the Board, the Treasurer shall cause the preparation and timely filing of all tax returns required to be filed by the Company pursuant to the Code and all other tax returns deemed necessary and required in each jurisdiction in which the Company does business. Copies of such returns or pertinent information therefrom, will be furnished to the Shareholders within a reasonable time after the end of the Company's Fiscal Year as required by law or upon a Shareholder's written request. Each of the Shareholders acknowledges and agrees that in no event shall another Shareholder, the Board of Directors, or the Company be liable or otherwise responsible for the tax treatment or tax-related aspects of any investment or other activity of the Shareholders or the Company, it being understood that each Shareholder should consult his or her own tax advisors regarding such matters.

ARTICLE 4: OFFICERS

1. Enumeration.

The officers of the Company shall consist of a president, a treasurer, a secretary, and such other officers, if any, including a chairman and a vice chairman of the board of directors, one or more vice presidents, assistant treasurers and assistant secretaries, as the incorporators at their initial meeting or the directors from time to time may choose or appoint.

2. Appointment.

The president, treasurer and secretary shall be appointed annually by the directors at their first meeting following the annual meeting of shareholders. Other officers, if any, may be appointed by the board of directors at such meeting or at any other time.

3. Vacancies.

If any office becomes vacant by reason of death, resignation, removal, disqualification or otherwise, the directors may choose a successor or successors, who shall hold office for the unexpired term, except as otherwise provided by the Act, by the articles of organization or by these bylaws.

4. Qualification.

The president may, but need not be, a director. No officer need be a shareholder. Any two or more offices may be held by the same person. Any officer may be required by the directors to give bond for the faithful performance of his duties to the Company in such amount and with such sureties as the directors may determine.

5. Tenure.

Except as otherwise provided by the articles of organization or by these bylaws, the president, treasurer and secretary shall hold office until the first meeting of the directors following the annual meeting of shareholders, and thereafter until such officer's successor is chosen and qualified; and all other officers shall hold office until the first meeting of the directors following the annual meeting of the shareholders or the special meeting in lieu thereof, unless a shorter term is specified in the vote choosing or appointing them, or in each case until such officer sooner dies, resigns, is removed or becomes disqualified.

6. Chairman and Vice Chairman of the Board.

A chairman or vice chairman of the board of directors shall have such powers as the directors may from time to time designate. Unless the board of directors otherwise specifies, the chairman of the board, or in his absence the vice chairman, shall preside at all meetings of the shareholders and of the board of directors. The chairman or vice chairman must be a director.

7. President and Vice President.

Except as otherwise determined by the directors, the president shall be the chief executive officer of the Company and shall, subject to the direction of the directors, have general supervision and control of its business. Unless the board of directors otherwise specifies, in the absence of the chairman and vice chairman, if any, of the board of directors, the president shall preside, when present, at all meetings of shareholders and of the board of directors.

Any vice president shall have such powers as the directors may from time to time designate.

8. Treasurer and Assistant Treasurers.

The treasurer shall, subject to the direction of the directors, have general charge of the financial concerns of the Company and the care and custody of the funds and valuable papers of the Company, and books of account and accounting records. He shall have power to endorse for deposit or collection all notes, checks, drafts, and other obligations for the payment of money payable to the Company or its order, and to accept drafts on behalf of the Company.

Any assistant treasurer shall have such powers as the directors may from time to time designate.

9. Secretary and Assistant Secretary.

Unless a transfer agent is appointed, the secretary shall keep or cause to be kept the stock and transfer records of the Company in which are contained the names of all shareholders and the record address and the number of shares held by each. The secretary shall record all proceedings of the shareholders in a paper record, or in another form capable of conversion into a paper record within a reasonable time. Such records shall be kept at the principal office of the Company or at the office of its transfer agent or of the secretary and shall be open at all reasonable times to the inspection of any shareholder.

If a secretary is elected, he shall record all proceedings of the directors in a paper record, or in another form capable of conversion into a paper record within a reasonable time. Any assistant secretary shall have such powers as the directors may from time to time designate. In the absence of the secretary from any meeting of the directors, any assistant secretary, or a temporary secretary designated by the person presiding at such meeting, shall record such proceedings.

10. Other Powers and Duties.

Each officer shall, subject to these bylaws, have in addition to the duties and powers specifically set forth in these bylaws, such duties and powers as are customarily incident to his office, and such duties and powers as the directors may from time to time designate.

ARTICLE 5: REMOVALS AND RESIGNATIONS

1. Resignation.

Any director or officer may resign at any time by delivering his resignation in writing to the chairman of the board, if any, the president, the treasurer or the secretary or to a meeting of the directors. Such resignation shall be effective upon receipt unless specified to be effective at some other time.

2. Removal of Director.

A director (including persons elected by directors to fill vacancies in the board) may be removed from office (a) with or without cause by majority vote of the shareholder voting group entitled to appoint such director, or (b) with cause by vote of the greater of a majority of the directors then in office or of the number of directors otherwise required to take an action of the board, except that if a director is appointed by a voting group of shareholders, only directors appointed by that voting group may vote to remove him. A director may be removed by the shareholders or the directors only at a meeting called for the purpose of removing him and the meeting notice must state that the purpose, or one of the purposes, of the meeting is removal of the director.

3. Removal of Officer.

The directors may remove any officer at any time with or without cause.

4. No Right to Compensation.

No director or officer resigning and (except where a right to receive compensation shall be expressly provided in a duly authorized written agreement with the Company) no director or officer removed, shall have any right to any compensation as such director or officer for any period following his resignation or removal, or any right to damages on account of such removal, whether his compensation be by the month or by the year or otherwise, unless in the case of a resignation, the directors, or in the case of a removal, the body acting on the removal, shall in their or its discretion provide for compensation.

ARTICLE 6: CONFIDENTIALITY AND NON-SOLICITATION

§6.1 Confidentiality.

Each Director, Officer and Shareholder acknowledges that in their capacity as a shareholder or principal of a Shareholder, director, employee or officer of the Company they may from time to time be entrusted with various types of Confidential Information (e.g., customer lists, financial information, marketing strategies, production techniques, software etc.) and other information of a privileged and confidential nature which, upon disclosure, would be highly prejudicial to the interests of the Company (collectively the "Confidential Information").

Any matters, financial or otherwise, with respect to the Company, its subsidiaries or Affiliates, including without limitation the terms of this Agreement, which are not divulged by the Company to the public in the ordinary course of its Business shall be deemed to be Confidential Information and any Shareholder who wishes to divulge such Confidential Information to any third party (other than a purchaser as permitted under this Agreement who is subject to obligations of confidentiality in favor of the Company) shall, as a condition to such divulging, obtain the prior approval of the Board. Each Shareholder acknowledges and agrees that the right to possess and maintain confidential all such Confidential Information constitutes a proprietary right of the Company which the Company is entitled to protect.

Each Shareholder agrees that it will not at any time, whether then a shareholder of the Company or not, directly or indirectly disclose Confidential Information to any Person (other than the Shareholder's own professional advisors on a need-to-know basis or a purchaser as permitted under this Agreement who is subject to obligations of confidentiality in favor of the Company) not authorized by the Company to receive such information except as required by law or court order.

Each Shareholder shall return to the Company all property, written information and documents of the Company and all Confidential Information and all copies of the same, whether in written, electronic or other form and certify as to such information's return or destruction forthwith upon his or her cessation as a Shareholder. For greater certainty, nothing in this Agreement imposes liability upon any Shareholder for making disclosures of Confidential Information where such disclosure (a) is required by law or court order; or (b) is otherwise disclosed not as a result of a breach by the Shareholder of his, her or its obligations hereunder.

§6.2 Non-Solicitation.

None of the Officers, Directors, Shareholders or their respective Affiliates shall, directly or indirectly, for so long as the Company is actively pursuing the Business, (i) solicit, entice away or in any other manner persuade or attempt to persuade any employees, contractors or vendors of the Company to alter his, her or its relationship with the Company or its business or (ii) engage or employ any former employees, contractors, vendors of the Company for a period of three (3) years after such persons or entities have severed their relationship with the Company (except (*y*) if such employee is terminated by the Company or (*z*) if such employee is responding to a newspaper advertisement, job posting or other general solicitation not targeted at such employee). For purposes of clarification, the parties agree that the limitations contained in clause (ii) of the

preceding sentence shall not apply to any regional, national, or international firms engaged by the Company.

ARTICLE 7: INDEMNIFICATION

§7.1 General.

The Company shall, to the fullest extent permitted by law, indemnify each of its directors and officers (including persons who serve at its request as directors, officers, or trustees of another organization in which it has any interest as a shareholder, creditor or otherwise or in any capacity with respect to any employee benefit plan), against all liabilities and expenses, including amounts paid in satisfaction of judgments, in settlement or as fines and penalties, and counsel fees, reasonably incurred by him in connection with the defense or disposition of any action, suit or other proceeding, whether civil or criminal, in which he may be involved or with which he may be threatened, while in office or thereafter, by reason of his being or having been such a director or officer, if: (a) he conducted himself in good faith and in the reasonable belief that his conduct was in the best interests of the Company or at least not opposed to the best interests of the Company, and, in the case of any criminal proceeding, he had no reasonable cause to believe his conduct was unlawful; or (b) he engaged in conduct for which he shall not be liable under the articles of organization; provided, however, that the Company shall not indemnify or advance expenses to any person in connection with any action, suit, proceeding, claim or counterclaim initiated by or on behalf of such person. Such indemnification shall be provided although the person to be indemnified is not currently a director, officer, partner, trustee, employee or agent of the Company or such other organization or no longer serves with respect to any such employee benefit plan.

Notwithstanding the foregoing, no indemnification shall be provided unless a determination has been made that indemnification is permitted by law for a specific proceeding:

(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 for such purpose shall constitute a quorum, or by a majority of the members of a committee of two or more disinterested directors appointed by vote; or

(b) by special legal counsel selected either (i) in the manner prescribed in clause (a) above, or (ii) if there are fewer than two disinterested directors, by the board of directors, in which case directors who do not qualify as disinterested directors may participate in the selection; or

(c) by the holders of a majority of the Company’s outstanding shares at the time entitled to vote for directors, voting as a single voting group, exclusive of any shares owned by or voted under the control of any interested director or officer.

The right of indemnification hereby provided shall not be exclusive of or affect any other rights to which any director or officer may be entitled; nothing contained in this section shall affect any rights to indemnification to which employees, independent contractors or agents, other than directors and officers, may be entitled by contract or otherwise under law. As used in this paragraph, the terms "director" and "officer" include their respective heirs, executors and administrators, and an "interested" director or officer is one against whom in such capacity the proceedings in question or another proceeding on the same or similar grounds is then pending.

Any repeal or modification of the foregoing provisions of this section shall not adversely affect any right or protection of a director or officer of the Company with respect to any acts or omission of such director or officer occurring prior to such repeal or modification.

§7.2. Advance of Expenses.

The Company shall, before final disposition of a proceeding, and to the fullest extent permitted by law, advance funds to pay for or reimburse the reasonable expenses incurred by a director, officer or other person who is a party to a proceeding for which he would be or may be entitled to indemnification as set forth in these bylaws, provided that he delivers to the Company a written affirmation of his good faith belief that he has met the relevant standard of conduct described in these bylaws, and his written undertaking to repay any funds advanced if he is not entitled to mandatory indemnification under applicable law and it is ultimately determined that he has not met the relevant standard for indemnification set forth in these bylaws.

ARTICLE 8: TRANSFER OF SHARES

§8.1 Restrictions on Transfer.

No Shareholder shall transfer, give, donate, bequeath, pledge, deposit or in any way alienate, encumber, hypothecate, or dispose of (collectively, "***Transfer***") all or any portion of such Shareholder's Shares now owned or hereafter acquired by such Shareholder, except for a Transfer (i) pursuant to a Bona Fide Offer, subject to the options to purchase as provided below, (ii) upon an Involuntary Transfer, subject to the options to purchase as provided below, or (iii) pursuant to an Involuntary Termination or Mandatory Withdrawal as provided below. Transfer by Shareholders owning a majority of the Shares is subject to the provisions of the subsection Tag-Along and Drag-Along Rights. Notwithstanding anything to the contrary set forth herein, any purported Transfer or other disposition of Shares of the Company that (i) violates the terms of this Agreement or (ii) violates the laws of the Commonwealth of Massachusetts shall be void and ineffectual and shall not operate to transfer any interest or title to the purported transferee.

§8.2 Bona Fide Offer.

In the event that a Shareholder desires to sell any portion or all of his or her Shares upon receipt of a Bona Fide Offer, such Shareholder shall serve notice upon all other parties to this Agreement at their last known address by certified mail, return receipt requested, indicating the number of shares the Shareholder desires to sell, and the name and address of the third party desiring to purchase the Shares, with a copy of the Bona Fide Offer attached to it ("Notice").

(a) Option Periods. The Company shall have an option for a period of 30 days from the Company's receipt of Notice to purchase all, but not less than all, of the Shares proposed to be Transferred. The Company shall exercise such option by giving written notice of such exercise to both the Transferring Shareholder and the other Shareholders within such 30-day period. Should the Company fail to give written notice within such 30-day period, the Company shall be deemed to have waived such option. If the Company does not elect to purchase all of the Shares to be transferred, the other Shareholders shall have an option for a period of 60 days from the Company's

receipt of such Notice to purchase all, but not less than all, of the remaining Shares proposed to be transferred. The other Shareholders shall exercise this option by sending written notice of such exercise to the transferring Shareholder and the Company within such 60-day period. Should the other Shareholders fail to give written notice within such 60-day period, the other Shareholders shall be deemed to have waived such option.

(b) Failure to Exercise Options. In the event the other Shareholders and the Company shall fail to exercise their options to purchase all, but not less than all, of the Shares proposed to be Transferred, the transferring Shareholder may sell the shares in accordance with the Bona Fide Offer if the closing on that purchase occurs within 60 days of the expiration of the option periods. Any transferee takes the Shares subject to the provisions of this Agreement.

§8.3 Involuntary Transfer.

In the event that a Shareholder's Shares are subject to an Involuntary Transfer by operation of law by reason of (i) bankruptcy or insolvency proceedings, whether voluntary or involuntary, (ii) distribution of marital property following divorce, (iii) distraint, levy or execution, (iv) death, or (v) a judicial order issued by a court of competent jurisdiction finding that a Shareholder lacks the capacity to fulfill his or her duties and responsibilities as a Shareholder of the Company, all of that Shareholder's Shares shall be subject to a Mandatory Purchase by the Company. The payment of the purchase price shall be equal to the lesser of the price disclosed in such Notice, if any, or the Agreed Value. At the election of the Board of Directors, the Company may issue payment to the Shareholder in the form of a promissory note payable in equal, annual installments over the course of five years.

Notice shall be deemed received on the date any other Shareholder, Officer, or Director receives actual Notice that an Involuntary Transfer of Shares has or will take place, and that person shall in turn promptly send notice to the other parties to this Agreement of such transfer. Notwithstanding anything to the contrary set forth herein, any purported Transfer or other disposition of Shares of the Company that (i) violates the terms of this Agreement or (ii) violates the laws of the Commonwealth of Massachusetts shall be void and ineffectual and shall not operate to transfer any interest or title to the purported transferee.

§8.4 Shareholders Subject to Involuntary Termination or Mandatory Withdrawal.

In the event that a Shareholder is subject to involuntary termination of his or her employment with the Company for cause or is required by the Board of Directors withdraw from the Company as a Shareholder, all of that Shareholder's Shares shall be subject to a Mandatory Purchase by the Company. The purchase price shall be equal to Agreed Value of such Shares. At the election of the Board of Directors, the Company may issue payment to the Shareholder in the form of a promissory note payable in equal, annual installments over the course of five years.

The Board, in its sole discretion, may demand the immediate withdrawal of a Shareholder (i) if a court of competent jurisdiction issues an injunction preventing such Shareholder from disclosing Confidential Information in violation of Article 6; (ii) if a court of competent jurisdiction has determined that such Shareholder has disclosed Confidential Information in violation of Article 6; (iii) if the Board of Directors determines that the continued participation of such Shareholder will significantly disrupt the ongoing business operations of the Company,

including resulting in a denial of license renewal pursuant to 935 CMR 500.450, or will seriously damage the Company's reputation.

§8.5 Tag-Along and Drag-Along Rights.

No Shareholder or group of Shareholders (collectively, the "Transfer Group") shall transfer any Shares, directly or indirectly, in a single transaction or series of related transactions, to any person (the "Offeror"), if as a result of such transfer(s) more than 50% of the outstanding Shares would be owned by the Offeror, unless such Offeror gives the parties to this Agreement who are not included in the Transfer Group (the "Minority Shareholders") the option to sell to the Offeror, at the same price and on the same terms and conditions as offered to the Transfer Group, all or any portion of the Shares held by the Minority Shareholders.

At the option of the Transfer Group, all Shareholders who have not tendered their Shares pursuant to the prior paragraph shall be required to transfer their Shares to the Offeror at the same price and on the same terms and conditions as offered to the Transfer Group.

§8.6 Restrictions Applicable to All Transfers.

Except as may be otherwise set forth herein, all Transfers of Shares will be subject to the following condition: prior to any Transfer, the transferring Shareholder will cause the prospective transferee, if not already a Shareholder, to execute and deliver to the Company and the other Shareholders a joinder to this Agreement.

§8.7 Exception for Estate Planning.

A Transfer to an Affiliate of a Shareholder or the Family of such Shareholder of the right to receive distributions with respect to such Shareholder's Shares shall be permitted and shall not constitute a Transfer subject to the right of first refusal provisions of herein. Further, the assignee of financial rights with respect to Shares shall not become a Shareholder or be treated as a holder of such Shares, and the Company shall continue to treat the Shareholder making such assignment as a Shareholder and holder of such Shares for all purposes under this Agreement.

ARTICLE 9: ISSUANCE OF SHARES

§9.1 Issuance of Additional Shares.

The Company may not sell or issue additional Shares or other equity interests in the Company ("***New Shares***") without the affirmative vote, consent, or approval of a majority of shares eligible to vote. Dilution, whether or not *pro rata*, shall be determined at the time of issuance of such Shares by a majority vote of the Shares. Notwithstanding anything to the contrary set forth herein, any sale or issuance of New Shares by the Company in violation of the Massachusetts law shall be void and ineffectual.

§9.2 Preemptive Rights of Shareholders.

Any sale and issuance of New Shares shall be subject to the following preemptive rights of the Shareholders (the "***Preemptive Rights***"):

(a) The Company must first offer each Shareholder the opportunity to purchase up to a percentage of the New Shares equal to such Shareholder's Percentage Interest of Shares at the time of the proposed offering, so that, after the issuance of all such proposed New Shares, such Shareholder's Percentage Interest of Shares will be the same as the Percentage Interest of Shares maintained by such Shareholder immediately prior to the issuance of any such New Shares.

(b) The Company shall give written notice (the "***Offer Notice***") to each Shareholder of the proposed offer to sell and issue any New Shares, which Offer Notice shall contain the terms of such proposed sale and issuance in reasonable detail. The Company shall deliver such Offer Notice to each Shareholder at least thirty (30) days prior to the date on which the first of such New Shares are proposed to be sold and issued (the period from the delivery of the Offer Notice to the date of issue of such first New Shares, the "***Notice Period***"). Each Shareholder may exercise its Preemptive Rights by (i) giving written notice to the Company prior to the end of the Notice Period, specifying the amount of New Shares that such Shareholder desires to purchase (the "***Preemptive Shares***"), (ii) executing such reasonable documentation as may be provided by the Company to effect the issuance of the New Shares and (iii) delivering to the Company, pursuant to instructions provided by the Company in the Offer Notice, the full purchase price for the Preemptive Shares, in readily available cash, within five (5) business days following the end of the Notice Period. If a Shareholder does not pay the full purchase price for the Preemptive Shares within such five (5) day period, then such Shareholder's Preemptive Rights with respect to such Preemptive Shares shall, at the option of the Company, be deemed to not have been exercised by such Shareholder and such Preemptive Shares shall be subject to issuance and sale by the Company.

ARTICLE 10: MISCELLANEOUS PROVISIONS

§10.1 Notices.

All notices and communications required or permitted to be given hereunder (a) shall be in writing; (b) shall be sent by messenger, certified or registered U.S. mail, a reliable express delivery service, or electronic mail, charges prepaid as applicable, to the appropriate address(es) or number(s) set forth on **Schedule A** to this Agreement (or such other address as such party may designate by notice to all other parties hereto); and (c) shall be deemed to have been given on the date of receipt by the addressee (or, if the date of receipt is not a business day, on the first business day after the date of receipt), as evidenced by (A) a receipt executed by the addressee (or a responsible person in his or her office or member of his or her household) or a notice to the effect that such addressee refused to accept such communication, if sent by messenger, U.S. mail or express delivery service, (B) confirmation of a facsimile transmission (either orally or by written confirmation) or (C) a receipt of such e-mail confirmed by reply message or read receipt. All parties shall act in good faith to promptly confirm receipt of communications where confirmation of receipt is required to effect notice pursuant to this subsection and is requested by the notifying party.

§10.2 Fiscal Year.

The fiscal year of the Company shall end on the date determined from time to time by the board of directors.

§10.3 Further Assurances.

Each of the Shareholders shall hereafter execute and deliver such further instruments and do such further acts and things consistent with the provisions of this Agreement as may be required or useful to carry out the full intent and purpose of this Agreement or as may be necessary to comply with any laws, rules or regulations.

§10.4. Execution of Instruments.

All deeds, leases, transfers, contracts, bonds, notes and other obligations authorized to be executed on behalf of the Company shall be signed by the chairman of the board, if any, the president or the treasurer except as the directors may generally or in particular cases otherwise determine.

§10.5. Corporate Records to be Maintained and Available to All Shareholders.

The Company shall keep in Massachusetts at the principal office of the Company, or at an office of its transfer agent, secretary, assistant secretary or registered agent, a copy of the following records: (a) its articles of organization and bylaws then in effect; (b) resolutions adopted by the directors creating classes or series of stock and fixing their relative rights, preferences and limitations, if shares issued pursuant to those resolutions are outstanding; (c) the minutes of all shareholders' meetings, and records of all action taken by shareholders without a meeting, for the past three years; (d) all written communications to shareholders generally during the past three years, including annual financial statements issued pursuant to the Act; (e) a list of the names and business addresses of its current directors and officers; and (f) its most recent annual report delivered to the Massachusetts Secretary of the Commonwealth. Said copies and records may be kept in written form or in another form capable of conversion into written form within a reasonable time. A shareholder is entitled to inspect and copy such records, during regular business hours at the office at which they are maintained, on written notice given at least five business days before the date he wishes to inspect and copy.

§10.3 Waivers.

No party's undertakings or agreements contained in this Agreement shall be deemed to have been waived unless such waiver is made by an instrument in writing signed by an authorized representative of such Shareholder. Failure of a party to insist on strict compliance with the provisions of this Agreement shall not constitute waiver of that party's right to demand later compliance with the same or other provisions of this Agreement. A waiver of a breach of this Agreement will not constitute a waiver of the provision itself or of any subsequent breach, or of any other provision of this Agreement.

§10.4 Rights and Remedies Cumulative; Creditors.

The rights and remedies provided by this Agreement are cumulative, and the use of any one right or remedy by any party shall not preclude or waive the right to use any other remedy. Said rights and remedies are given in addition to any other legal rights the parties may have. None of the provisions of this Agreement shall be for the benefit of or enforceable by any creditors of the Company or of the Shareholders.

§10.5 Construction.

The headings in this Agreement are inserted solely for convenience of reference and are in no way intended to describe, interpret, define, or limit the scope, extent or intent of this Agreement or any provision hereof. When the context in which words are used in this Agreement indicates that such is the intent, singular words shall include the plural and vice versa and masculine words shall include the feminine and the neuter genders and vice versa.

§10.6 Amendment.

This Agreement may be altered or amended only by the unanimous consent of the Shareholders.

§10.7 Implementation of Agreement.

If any conflict shall appear between the articles of organization or resolutions of the Company and the provisions of this Agreement, the provisions of this Agreement shall govern and supersede the provisions of the articles of organization and resolutions. If there shall be any such conflict, the Shareholders shall amend the articles of organization and resolutions to ensure conformity with the terms of this Agreement.

§10.8 Severability.

If any provision of this Agreement or the application thereof to any Person or circumstance shall be invalid, illegal or unenforceable to any extent, the remainder of this Agreement and the application thereof shall not be affected and shall be enforceable to the fullest extent permitted by law.

§10.9 Heirs, Successors and Assigns.

Each and all of the covenants, terms, provisions and agreements herein contained shall be binding upon and inure to the benefit of the parties hereto and, to the extent permitted by this Agreement, their respective heirs, legal representatives, successors and assigns.

§10.10 Governing Law.

This Agreement is made under and shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, without regard to its rules on conflicts of laws, and specifically the Act.

§10.11 Dispute Resolution.

The parties hereto agree that any suit or proceeding arising out of this Agreement shall be brought only in the courts of the Commonwealth of Massachusetts; *provided, however*, that no party waives its right to request removal of such action or proceeding from the state court to a federal court. Each party hereto consents to the personal jurisdiction of such courts and agrees that service of process in any such suit or proceeding will be sufficiently accomplished if accomplished in accordance with the notice provisions set forth in the Agreement.

§10.12 Code and Treasury Regulation References.

Any reference to a section of the Code or a Treasury Regulation in this Agreement shall be deemed to refer to corresponding provisions of subsequent superseding federal revenue laws and regulations in the event that the section of the Code or Treasury Regulation so referenced has been so superseded.

§10.13 Counterparts.

This Agreement may be executed in any number of counterparts and may be executed and delivered by facsimile or other electronic transmission. Each such counterpart shall be deemed to be an original instrument, but all such counterparts together shall constitute one agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first set forth above.

SPARKBORO WELLNESS NAMA CORP:

By: Stephen Pennisi
President

SHAREHOLDERS:

By: Stephen Pennisi
Shareholder

By: Edwin Perez
Shareholder

By: Christopher Saint-Victor
Shareholder

By: Edward Sheern
Shareholder

S C HED U LE
A
BYLAWS AND SHAREHOLDER AGREEMENT
OF
SPARKBORO WELLNESS NAMA
CORP

CAPITALIZATION TABLE

Name	**Capital Contribution**	**Number of Shares**	**Percentage Interest**
Stephen Pennisi	0	20,000	10
Edwin Perez	TBD	89,000	44.5
Christopher Saint-Victor	0	2,000	1
Edward Sheern	TBD	89,000	44.5
Total	TBD	200,000	100

Name of Shareholders	**Mailing Address of Members (for Notices)**
Stephen Pennisi	7 Birchbrook Road, Ossining NY 10562
Edwin Perez	15 Hillside Avenue, Blauvelt NY 10913
Christopher Saint-Victor	63 Livingston Avenue, Tappan NY 10983
Edward Sheern	153 Wilton Street, New Hyde Park NY 11040

SCHEDULE B

BYLAWS AND SHAREHOLDER AGREEMENT
OF
SPARKBORO WELLNESS
NAMA CORP

DEFINITIONS

The following terms shall have the following meanings when used in this Agreement:

"***Act***" means the applicable law of the Commonwealth of Massachusetts governing corporations organized in Massachusetts, the Massachusetts Business Company Act, *et seq*, and any successor statute, as it may be amended from time to time.

"***Affiliate***" shall mean any other Person which directly or indirectly Controls or is Controlled by or is under common Control with such Person, or any Person that is an employee of or an officer of or partner in or serves in a similar capacity or relationship with respect to a Person.

"***Agreed Value***" means the fair market value of any Units at issue, as mutually agreed to by the parties selling and purchasing Units, or in the absence of such mutual agreement, determined in the following manner:

> Each party will obtain its own appraiser to conduct an appraisal, the cost of which will be borne by such party. If the two appraisals are within 10% of each other, the average of those appraisals will be the fair market value. If the two appraisals are more than 10% apart, then the two appraisers will hire a third appraiser, the cost of which will be split equally between the two parties, to obtain a third appraisal and the average of the two appraisals that are closest in amount will be the fair market value. Any appraisal will be based upon the value of the entire Company sold to a single buyer in a single transaction for cash and shall include discounts for illiquidity or lack of control but shall not include any premium for control.

"***Articles of Organization***" shall mean the Articles of Organization of the Company as filed with the Massachusetts Secretary of the Commonwealth on August 21, 2019 and as further amended from time to time.

"***Bona Fide Offer***" shall mean a legally binding written agreement with a non-Shareholder to purchase all or a portion of the Shares owned by a Shareholder, which written agreement must be contingent upon the options to purchase or participate in a sale as provided herein.

"***Capital Contribution***" shall mean any contribution to the capital of the Company in cash or property by a Shareholder or predecessor thereof whenever made.

"***Code***" shall mean the Internal Revenue Code of 1986, as amended from time to time, or corresponding provisions of subsequent superseding federal revenue laws.

"***Control***" means the possession, directly or indirectly, of the power to direct the management and policies of a Person, whether through the ownership of voting securities, contract or otherwise.

"***Entity***" shall mean any general partnership, limited partnership, limited liability partnership, limited liability company, company, joint venture, trust, business trust, cooperative, association, foreign trust, foreign business organization or other business entity.

"***Family***", as applied to any individual, shall mean (a) the children of such individual (by birth or adoption), (b) the parents, spouse and siblings of such individual, (c) the children of the siblings of such individual, (d) any trust solely for the benefit of, or any partnership, limited liability company or other entity owned solely by, any one or more of such aforementioned individuals (so long as such individuals have the exclusive right to Control such trust or other entity) and (e) the estate of such individual.

"***Shareholder***" shall mean each of the parties who executes a counterpart of this Agreement as a Shareholder, and each of the parties who may hereafter become a Shareholder pursuant to the terms and conditions of this Agreement.

"***Percentage Interest***" of Shares shall mean the number of Shares of a given class held at a particular time by such Shareholder, divided by the total number of all Shares of the same class then held by all Shareholders, expressed as a percentage.

"***Person***" shall mean any individual or Entity, and the heirs, executors, administrators, legal representatives, successors and assigns of such Person, where the context so permits.

"***Shares***" shall mean the capital stock of the Company. The Company shall initially have a single class of Common Stock.

The Commonwealth of Massachusetts

Secretary of the Commonwealth

State House, Boston, Massachusetts 02133

William Francis Galvin
Secretary of the
Commonwealth

Date: March 03, 2020

To Whom It May Concern :

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

SPARKBORO WELLNESS NAMA CORP.

is a domestic corporation organized on **March 02, 2020** , 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: 20030062250

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

Processed by: bod

The Commonwealth of Massachusetts
William Francis Galvin

Minimum Fee: $250.00

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

Articles of Organization
(General Laws, Chapter 156D, Section 2.02; 950 CMR 113.16)

Identification Number: 001428476

ARTICLE I

The exact name of the corporation is:

SPARKBORO WELLNESS NAMA CORP.

ARTICLE II

Unless the articles of organization otherwise provide, all corporations formed pursuant to G.L. C156D have the purpose of engaging in any lawful business. Please specify if you want a more limited purpose:

ARTICLE III

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

Class of Stock	Par Value Per Share Enter **0** if no Par	Total Authorized by Articles of Organization or Amendments		Total Issued and Outstanding
		Num of Shares	*Total Par Value*	*Num of Shares*
CWP	$0.00100	20,000	$20.00	20,000

G.L. C156D eliminates the concept of par value, however a corporation may specify par value in Article III. See G.L. C156D Section 6.21 and the comments thereto.

ARTICLE IV

If more than one class of stock is authorized, state a distinguishing designation for each class. Prior to the issuance of any shares of a class, if shares of another class are outstanding, the Business Entity must provide a description of the preferences, voting powers, qualifications, and special or relative rights or privileges of that class and of each other class of which shares are outstanding and of each series then established within any class.

ARTICLE V

The restrictions, if any, imposed by the Articles of Organization upon the transfer of shares of stock of any class are:

ARTICLE VI

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

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

ARTICLE VII

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

Later Effective Date: Time:

ARTICLE VIII

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

a,b. The street address of the initial registered office of the corporation in the commonwealth and the name of the initial registered agent at the registered office:

Name: UNITED STATES CORPORATION AGENTS, INC.
No. and Street: 101 BILLERICA AVE
BLDG. 5 SUITE 204
City or Town: NORTH BILLERICA State: MA Zip: 01862 Country: USA

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

Title	**Individual Name** First, Middle, Last, Suffix	**Address** (no PO Box) Address, City or Town, State, Zip Code
PRESIDENT	STEPHEN PENNISI	180 ELM ST SUITE I #340 PITTSFIELD, MA 01201 USA
TREASURER	STEPHEN PENNISI	180 ELM ST SUITE I #340 PITTSFIELD, MA 01201 USA
SECRETARY	STEPHEN PENNISI	180 ELM ST SUITE I #340 PITTSFIELD, MA 01201 USA
DIRECTOR	STEPHEN PENNISI	180 ELM ST SUITE I #340 PITTSFIELD, MA 01201 USA

d. The fiscal year end (i.e., tax year) of the corporation:
December

e. A brief description of the type of business in which the corporation intends to engage:

SEEK FINAL LICENSE AS A MARIJUANA ESTABLISHMENT

f. The street address *(post office boxes are not acceptable)* of the principal office of the corporation:

No. and Street: 180 ELM ST SUITE I #340
City or Town: PITTSFIELD State: MA Zip: 01201 Country: USA

g. Street address where the records of the corporation required to be kept in the Commonwealth are located *(post office boxes are not acceptable)*:

No. and Street: 180 ELM ST SUITE I #340

City or Town: PITTSFIELD State: MA Zip: 01201 Country: USA

which is

X its principal office

___ an office of its transfer agent

___ an office of its secretary/assistant secretary

___ its registered office

Signed this 2 Day of March, 2020 at 11:48:33 AM by the incorporator(s). *(If an existing corporation is acting as incorporator, type in the exact name of the business entity, the state or other jurisdiction where it was incorporated, the name of the person signing on behalf of said business entity and the title he/she holds or other authority by which such action is taken.)*

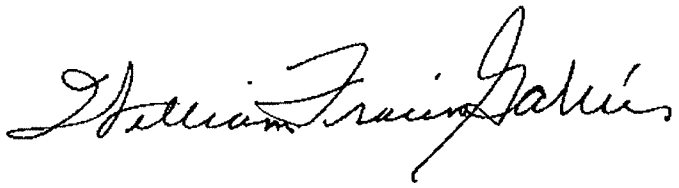
LEGALZOOM.COM, INC., A CALIFORNIA CORPORATION, CHEYENNE MOSELEY, ASSISTANT SECRETARY

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THE COMMONWEALTH OF MASSACHUSETTS

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

March 02, 2020 11:47 AM



WILLIAM FRANCIS GALVIN

Secretary of the Commonwealth

Commonwealth of Massachusetts
Department of Revenue
Kevin W. Brown, Acting Commissioner

mass.gov/dor

Letter ID: L2141536832
Notice Date: March 9, 2020
Case ID: 0-000-940-024

CERTIFICATE OF GOOD STANDING AND/OR TAX COMPLIANCE

SPARKBORO WELLNESS NAMA CORP
180 ELM ST STE I-340
PITTSFIELD MA 01201-5852

Why did I receive this notice?

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

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

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

What if I have questions?

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

Visit us online!

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

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

Edward W. Coyle, Jr., Chief
Collections Bureau

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

Signed under the pains and penalties of perjury, I, Stephen Pennisi, an authorized representative of Sparkboro Wellness NAMA Corp. certify that Sparkboro Wellness NAMA Corp. does not currently have employees and is therefore unable to register with the Massachusetts Department of Unemployment Assistance to obtain a Certificate of Good Standing or Compliance.

S. P[illegible]
Signature of Agent

4/7/2020
Date

Name: Stephen Pennisi

Title: President

Entity: Sparkboro Wellness NAMA

Sparkboro Wellness NAMA Corp.

Business Plan
March 2, 2020

V1.0NAMA

Executive Summary



Company Name

Sparkboro Wellness NAMA Corp.

Location

1268 Curran Highway
North Adams, MA 01247

Mission Statement

Our mission is to establish an innovative, competitive and reputable cannabis brand that stimulates the local economy and job market.

Goals

- Obtain a retail cannabis license from the Cannabis Control Commission
- Develop a trusted and recognizable brand
- Become a stable, profitable and growing cannabis company
- Create jobs for local residents

The Company

Sparkboro Wellness NAMA Corp. (hereinafter, " Sparkboro") is a Massachusetts Corporation (License #: 001428476) is seeking to obtain a retail marijuana establishment license from the Cannabis Control Commission ("CCC") to operate a retail shop located at 1268 Curran Highway, North Adams, Massachusetts.

The leadership at Sparkboro is made up of a group of dedicated professionals with diverse backgrounds in horticulture, healthcare, business development, medicine and management. At Sparkboro, we are an experienced team with a shared passion for cannabis and its benefits, holistic and financial.

Board of Directors

Steve Pennisi

Steve Pennisi is an expert in enterprise networking, horticultural growing techniques, oil extraction, and processing. With over 27 years of experience, he is highly adept in bridging technologies and the programs used to connect popular healthcare and government systems. In tandem, he has 18 years experience in the horticulture industry and has undergone extensive training in OSHA Laboratory Safety Regulations and as a Certified USDA Organic Processor and Handler. Steve also holds a Bachelor's Degree in Computer Science from the University at Albany.

Steve began his career in healthcare technology where he has worked with large companies such as Fresenius Medical Care, Shiel Medical Laboratories, Spectra Laboratories, Quest Diagnostics, and Hudson Stream. In his 27 years of experience, Steve has been entrusted to perform network infrastructure administration and management, systems security and disaster recovery management.

While growing his expertise in healthcare technology, he also commenced his career as a Cultivation Director for Hudson Stream. Since 2001, Steve had been responsible for all indoor and outdoor growing operations. He has maintained seed banks, sourced genetics and created new strains.

Steve has gained experience in all styles of growing, soil, hydroponic, aeroponic and DWC while practicing eco-friendly waste management and odor control.
Steve Pennisi would like to continue to grow his knowledge in the horticultural industry and use his skills to provide quality products in the most eco-friendly, cost-effective way.

Dr. Edward Sheern

Dr. Edward Sheern is a successful pharmacist, entrepreneur and horticultural expert. He commenced his career in 2006, obtaining a doctorate with honors at St. John University. Soon thereafter, he honed in on his pharmaceutical expertise and business skills, turning a small independent pharmacy into a multi-million dollar business. By focusing on understanding the products he worked with and the community he served, he was able to provide unmatched customer service while maximizing profitability.

In 2015, Dr. Sheern obtained a full certification as a Medical Marijuana Practitioner under the guidelines of the New York State Department of Health. Dr. Sheern put his horticultural skills to use, becoming very adept in regulating greenhouse climatic fluctuations. Armed with innovative thinking, great teamwork and a decade's worth of retail experience, Dr. Sheern helped form the Black River Hemp Company. Soon thereafter, he and his partners were able to expand their business to form Spark Hemp Co, a second hemp company.

Dr. Edward Sheern plans to expand his footprint in the hemp and cannabis industry and wants to continue to improve the lives of patients via health and pain management.

Edwin Antonio Perez

Edwin Antonio Perez is a respected, well-known multi-business owner in New York and Pennsylvania. In 20+ years, Edwin has amassed experience owning and operating pharmacies and other companies that cater to and assist the people in the community in which they serve. Edwin commenced his entrepreneurial career in 2004 when he opened his first pharmacy while working towards a Bachelor of Science in Business Administration. Soon after graduating, he opened a second pharmacy. Along with his growing pharmacy business, he consulted for Centro Medico, a Dominican clinic in Washington Heights and managed two Group Purchasing Organizations that totaled over $50 million each. Throughout his many business transactions, Edwin has focused on acquiring more buying power to ensure he and his community have access to fair pricing.

Edwin knows business and community ventures go hand-in-hand and has made sure to serve his community while cultivating his businesses. He sponsors city baseball teams on a yearly basis and supports various street fairs. The community recognizes him and his family as well; a street corner on 136th street in Harlem was renamed Ricardo A. Perez Place, after his late father, due to his great contributions to the neighborhood.

In 2018, Edwin added to his growing portfolio by opening Tenth Avenue, a restaurant/lounge. His reputation within the community paved the way to Community Board 12 in NYC granting him a full liquor license. Edwin's growing business acumen has led him to research and invest in his next venture: hemp and cannabis production. In 2019, Edwin acquired two hemp farms. He hopes to add Cannabis production in the near future and to continue to serve the underserved via access to affordable and trustworthy products and services.

Christopher Saint-Victor

Christopher Saint-Victor is a seasoned sales professional with over 15 years of business development and management experience. Mr. Saint-Victor has a track record of consistent

success and is committed to synthesizing strategy, expanding revenue, and exceeding sales goals. As a respected sales leader, he excels in driving cross-functional collaboration, developing sales professionals and fostering trust.

Mr. Saint-Victor began his professional journey at Saint Thomas Aquinas College where he majored in Marketing. In 2004, he commenced his sales career, winning numerous awards. He worked his way from a mid-level sales representative to being the manager of one of the largest New York City markets. As a VP of sales, he also oversaw a 600,000 square foot facility, 100+ employees and $40mm in revenue.

Currently, Chris owns three hemp permits in two states and has developed a seed-to-sale program that integrates and manages every stage of the plant life cycle. In his free time, Chris enjoys spending time with his family and is heavily invested in the community.

Products & Services

Sparkboro will offer customers a variety of high-quality cannabis products and accessories, including:

- Flower (Sativa & Indica strains)
- Hash, Wax, Shatter
- Edibles
- Topicals
- Pipes, grinders, papers etc.
- CBD products

All products will be purchased from licensed cultivators, manufacturers, and local craft producers. All products will be screened and approved by a licensed testing laboratory, in accordance with State regulations, before being sold or otherwise marketed.

Product Quality, Testing and Assurances

Sparkboro will require that cultivators, manufacturers, and local craft producers present laboratory testing documentation evidencing that all cannabis products have been tested and approved by an independent testing laboratory.

Required Product Labeling

Sparkboro will ensure that all products offered for sale are properly labeled and affixed with the requisite warnings.

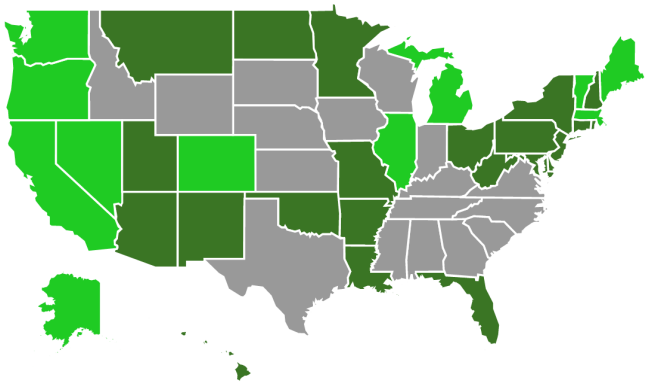




Market Analysis

National Market

According to a poll by the Pew Research Center, public support for legalizing marijuana is on the rise. Today, the increase in approval has nearly doubled to 62%, up from 31% in the year 2000.



While the United States federal government still classifies cannabis as a Schedule I Controlled Substance, they have taken a static approach at the state level and have given the states autonomy to regulate local marijuana markets. Today, thirty-three states have legalized medical marijuana, and eleven (and the District of Columbia) of these states also legalizing recreational adult-use.

The Wall Street projects that the U.S. will be the largest cannabis market in the world. Sales are predicted to grow exponentially from the $8 billion generated in 2018 to an estimated $41 billion by 2025.

Massachusetts Market

On November 8, 2016, 1.7 million Massachusetts voters approved Question 4, the ballot initiative that would end marijuana prohibition for recreational adult-use. Cannabis sales began on November 20, 2018, when two licensed retail shops opened their doors to customers. The CCC reported that these shops generated $2.2 million worth of marijuana sales in the first 5 days of operation and $9.3 million during the first month.

The residents of North Adams, Massachusetts voted in favor of Question 4:

Yes: 3,531
No: 2,172

Financial Summary

Start Up Funding

Sparkboro has an initial operating budget of $600,000.00.

Initial Start Up Expenses

The chart below itemizes the initial start-up expenses that will be incurred prior to our official launch date.

Expense	
Rent	$ Concession until License
Build-Out	$350,000
Equipment	$30,000
Security	$50,000
Legal	$2,500

Misc.	$10,000
Total:	**$ 442,500**

Operating Expenses:

The chart below itemizes and estimates our operating expenses which are incurred by carrying out our day-to-day activities.

	Year 1
Legal Fees	$2,500
Web/Advertising	$3,000
Insurance	$16,500
Salaries/Benefits	$300,000
Rent	$24,000 ($2,000/mo)
Maintenance/Repair	$3,000
Equipment	$50,000
Software	$3,000
Security	$50,000
Total:	**$ 452,000**

Marketing & Strategy

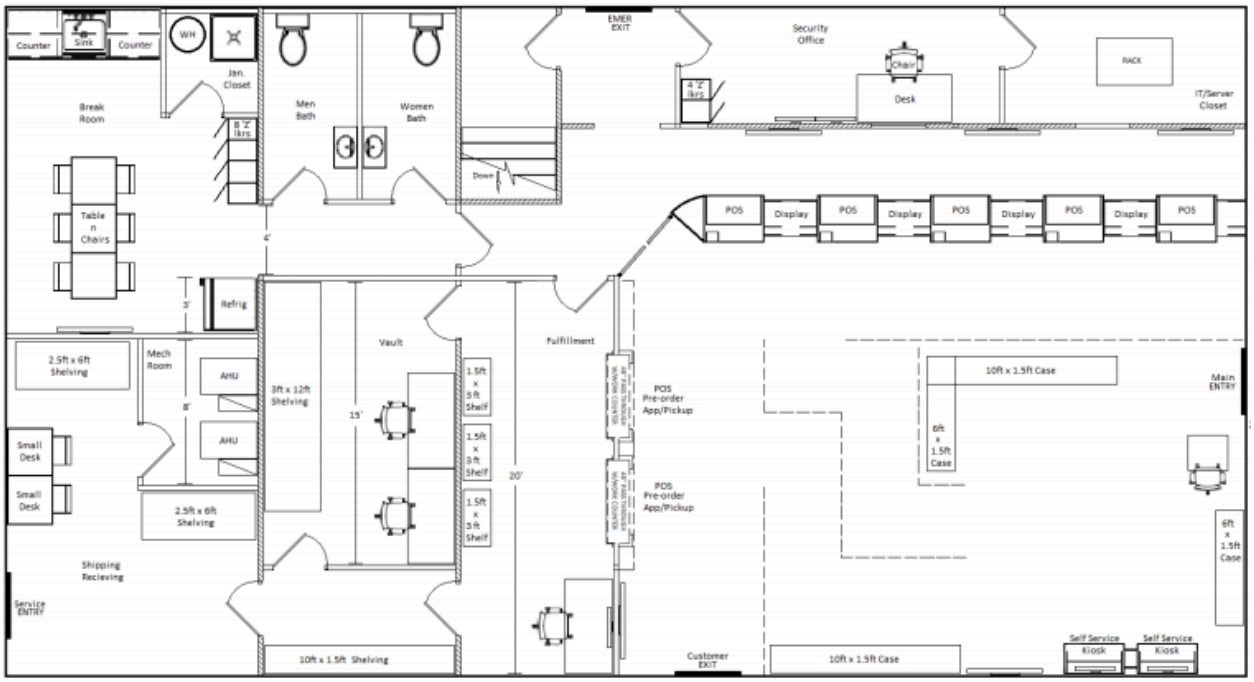
Sparkboro is dedicated to respecting and adhering to the rules and regulations that govern the marketing methods of cannabis products. Our plan is to promote our product through authorized digital, media and print platforms. Sparkboro will NOT market, advertise or brand:

- in any manner that is deemed deceptive or misleading

- to audiences under the age of 21 years old
- in any way that appeals to an audience under the age of 21 years old via promotional giveaways or coupons
- by any unsolicited means
- by any portable means including vehicles, clothing or merchandise

Operating Policies & Procedures

Premises/ Projected Floor Plan



Customer Experience

In-store

Before entering the store, all customers will be asked for valid ID by a member of our security staff. Our security staff will examine and scan every ID. Only those 21 years or older will be authorized to enter the store.

The interior of the store will feature self-serve order kiosks, promotional and informational screens, and secure locked glass cabinets to showcase different products.

Once in the store, customers will have the option to go to the pre-order window, self-serve order kiosks, or to receive handout menu with profiles, pictures and descriptions of the products being offered for sale. Customers will join a roped off line and wait for a sales representative to call them up to the counter.

Sparkboro will not sell more than 1 ounce of marijuana or 5 grams of marijuana concentrate to a consumer per transaction.

Online

Customers will also be able to pre-order our products through our website. Once the order is ready for pick up, customers will receive a "ready notification" via text/email alert. Upon arriving at the store, customers will join the "order ahead" line. Those customers will be required to show valid ID and the confirmation alert in order to enter the store to retrieve their items.

Recording Sales

Sparkboro will utilize point-of-sale (POS) system, approved by the CCC, to record sales and track inventory. Sparkboro will conduct a monthly analysis of our software and equipment to ensure proper functionality and accurate recording.

Hours of Operation

Sparkboro will be open for customers 7 days a week from 8AM – 10PM.

Security

Sparkboro is committed to safety and will implement security measures that will deter and prevent unauthorized entrance onto our premises, diversion and theft. Our entire premises will be monitored with commercial grade, time and date stamped, 24-hour surveillance cameras.

External

- Outside perimeter sufficiently lit to facility surveillance
- Commercial grade security equipment installed to alarm the perimeter, including all entry and exit points and windows
- Video cameras installed in all points of entry and exit and in parking lot
- A silent duress alarm installed to notify local law enforcement

- Video cameras to run for 24 hours and shall provide date and time stamps
- Video cameras shall be installed in all areas that may contain cannabis product
- No Loitering signs will be placed around premises

Internal

- All persons entering the premises must show Identification
- All persons on premises must wear ID tag (staff and vendor)
- Limit Access Areas will be labeled with "Do Not Enter" sign
- All cannabis products are to be stored in locked area, out of plain site
- All production equipment will be in locked areas
- All Limited Access Areas are be secured with electronic lock

Storage

All cannabis products will be kept in a fireproof safe located in a market "limited access area" which will only be accessed by authorized personnel. The storage area will be equipped with adequate lighting, ventilation, temperature, humidity, space, and equipment to maintain the quality of the product. The area is to be maintained in an orderly organized fashion, free of any and all pests, rodents or insects.

Inventory

Sparkboro will use a real-time inventory software system to track all marijuana products purchased, sold, returned, or otherwise. The system will assign a unique-plant identification, a unique-batch identification number and a barcode to monitor the transfer and development of the cannabis product.

Sparkboro will develop procedures to govern monthly inventory rundowns, in addition to annual comprehensive internal audits. Our auditing procedures will comply with the CCC's requirements; inventory reports will include the names of those who conducted the audit, their signatures, their titles and their findings.

Disposal

Any product that does not comply with the packaging, labeling, or quality standards off the CCC shall be deemed "defective", removed from sales and separated in a locked secure area before being returned to the cultivator or manufacturer for destruction. The wholesale supplier and the CCC will be promptly notified.

Sustainability

Sparkboro is committed to leaving a small carbon footprint in an industry that will be utilizing a great deal of electricity and energy. We will adopt the best management practices to reduce our environmental impact. To help reduce our energy consumption and eliminate impact, Sparkboro will:

- Use LED light bulbs as the last 25X longer than traditional incandescent bulbs
- Asks guests return or recycle plastic containers
- Use smart power strips
- Install a programmable thermostat

Record Keeping Procedures

Sparkboro will clearly and accurately maintain all records using an electronic database . All records will be maintained for at least 3 years. Sparkboro will maintain records of the following

- Inventory Records
- Seed-to-Sale tracking records
- Personnel Records (ie. job descriptions, termination reports)
- Business records (ie. assets, liabilities, transactions)
- Written Operating Procedure

Non-Discrimination Policy

Sparkboro believes that a diverse workforce is the best way for a company to increase creativity, productivity and gain a competitive advantage. We are committed to recruiting and hiring a passionate, knoweldge and qualified staff of local residents without regard to race, color, religion, national origin, sex, gender identity, sexual orientation, age, disability, or military status.

Management Policies & Procedures

Hiring Procedure

Sparkboro intends to hire a staff of qualified, knowledgeable and passionate local residents. All new employees will be registered as Marijuana Establishment Agents and will be trained properly and thoroughly before being allowed to work independently. Within the first 3 months of hiring, new employees will successfully complete a responsible vendor program. Every year Sparkboro will require that all employees undergo 8 hours of continued cannabis-related education.

Staff Structure

Sparkboro staff will consist of:

- Board of Directors
- 1 Manager
- 1 Assistant Manager
- 5 “Budtenders” or Sales Representatives,
- 1 Security Guard

While the stores staff will manage day-to-day operations, the Board of Directors will supervise and direct the company's affairs. The Board will be in frequent and direct contact with the store’s manager to discuss, evaluate and approve the implementation of Sparkboro policies, procedures and profitability.

Community Impact

We at Sparkboro are committed to building our brand with locally sourced materials, starting with our staff. We intended to become true citizens of the City of North Adams community and we are committed to investing in its growth, by promoting the well-being of the residents and the health of the economy.

DocuSign Envelope ID: 75474892-9946-44F1-8428-EF1066577CF5

Budrisk

72 River Park Street Needham MA 02494 617-500-1824

Cannabis Control Commission
Union Station,
2 Washington Square,
Worcester, MA 01604

RE: Sparkboro Wellness NAMA Corp.

Please be informed that the above referenced applicant has made formal application through our general brokerage for general liability and product liability insurance with minimum limits of $1,000,000 per occurrence, and $2,000,000 annual aggregate, and application for additional excess liability limits. In accordance with 935 CMR 500.101(1); 935 CMR 500.105(10), the deductible for each policy can be no higher than $5,000 per occurrence. The below underwriters have received this application and are expecting to provide proposals within the coming weeks. Sparkboro Wellness NAMA Corp. has purchased a bond through our brokerage with a bond limit in compliance with the Commission's request. We look forward to providing liability coverage to Sparkboro Wellness NAMA Corp. as soon as a bindable proposal is available.

Cannasure Insurance Services, Inc.
Next Wave Insurance Services LLC
Canopius US Insurance Company
Prime Insurance Company
United Specialty Insurance Company

Best Regards,

James Boynton

James Boynton
Managing Broker
MA Insurance License #1842496

MAINTAINING OF FINANCIAL RECORDS

Sparkboro Wellness NAMA Corp.'s ("Sparkboro") policy is to maintain financial records in accordance with 935 CMR 500.105(9)(e). The records will include manual 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, stipends paid to each board member, and any executive compensation, bonus, benefit, or item of value paid to any individual affiliated with a Marijuana Establishment, including members of the non-profit corporation.

Furthermore, Sparkboro will implement the following policies for Recording Sales:

(a) Sparkboro will utilize a point-of-sale ("POS") system approved by the Commission, in consultation with the Massachusetts Department of Revenue ("DOR").
(b) Sparkboro may also utilize a sales recording module approved by the DOR.
(c) Sparkboro will not utilize any software or other methods to manipulate or alter sales data at any time or under any circumstances.
(d) Sparkboro will conduct a monthly analysis of its equipment and sales data to determine that no software has been installed that could be utilized to manipulate or alter sales data and that no other methodology has been employed to manipulate or alter sales data. Sparkboro will maintain records that it has performed the monthly analysis and produce it upon request to the Commission. If Sparkboro determines that software has been installed for the purpose of manipulation or alteration of sales data or other methods have been utilized to manipulate or alter sales data:
    i. it will immediately disclose the information to the Commission;
    ii. it will cooperate with the Commission in any investigation regarding manipulation or alteration of sales data; and
    iii. take such other action directed by the Commission to comply with 935 CMR 500.105.
(e) Sparkboro will comply with 830 CMR 62C.25.1: Record Retention and DOR Directive 16-1 regarding recordkeeping requirements.
(f) Sparkboro will adopt separate accounting practices at the POS for marijuana and marijuana product sales, and non-marijuana sales.
(g) Sparkboro will allow the Commission and the DOR audit and examine the POS system used by a retailer in order to ensure compliance with Massachusetts tax laws and 935 CMR 500.000.

Following the closure of Sparkboro, all records will be kept for at least two years, at Sparkboro's sole expense, and in a form and location acceptable to the Commission, in accordance with 935 CMR 500.105(9)(g). Sparkboro shall keep financial records for a minimum of three years from the date of the filed tax return, in accordance with 830 CMR 62C.25.1(7) and 935 CMR 500.140(6)(e).

PERSONNEL POLICIES INCLUDING BACKGROUND CHECKS

Sparkboro Wellness NAMA Corp. ("Sparkboro") has drafted and instituted these personnel policies to provide equal opportunity in all areas of employment, including hiring, recruitment, training and development, promotions, transfers, layoff, termination, compensation, benefits, social and recreational programs, and all other conditions and privileges of employment, in accordance with applicable federal, state, and local laws. Sparkboro shall make reasonable accommodations for qualified individuals with demonstrated physical or cognitive disabilities, in accordance with all applicable laws. In accordance with 935 CMR 500.101(2)(e)(8)(h), Sparkboro is providing these personnel policies, including background check policies, for its adult-use retail Marijuana Establishment that will be located in the Town of North Adams, MA.

Management is primarily responsible for seeing that equal employment opportunity policies are implemented, but all members of the staff share the responsibility for ensuring that, by their personal actions, the policies are effective and apply uniformly to everyone. Any employee, including managers, that Sparkboro determines to be involved in discriminatory practices are subject to disciplinary action and may be terminated. Sparkboro strives to maintain a work environment that is free from discrimination, intimidation, hostility, or other offenses that might interfere with work performance. In keeping with this desire, we will not tolerate any unlawful harassment of employees by anyone, including any manager, co-worker, vendor or clients.

In accordance with 935 CMR 500.105 (1), General Operational Requirements for Marijuana Establishments, Written Operating Procedures, as a Marijuana Establishment, Sparkboro has and follows a set of detailed written operating procedures for each location. Sparkboro has developed and will follow a set of such operating procedures for each facility. Sparkboro's operating procedures shall include, but are not necessarily limited to the following:

(a) Security measures in compliance with 935 CMR 500.110;
(b) Employee security policies, including personal safety and crime prevention techniques;
(c) A description of the Marijuana Establishment's hours of operation and after-hours contact information, which shall be provided to the Commission, made available to law enforcement officials upon request, and updated pursuant to 935 CMR 500.000.
(d) Storage of marijuana in compliance with 935 CMR 500.105(11);
(e) Description of the various strains of marijuana to be cultivated, processed or sold, as applicable, and the form(s) in which marijuana will be sold;
(f) Procedures to ensure accurate record-keeping, including inventory protocols in compliance with 935 CMR 500.105(8) and (9);
(g) Plans for quality control, including product testing for contaminants in compliance with 935 CMR 500.160;
(h) A staffing plan and staffing records in compliance with 935 CMR 500.105(9);
(i) Emergency procedures, including a disaster plan with procedures to be followed in case of fire or other emergencies;
(j) Alcohol, smoke, and drug-free workplace policies;
(k) A plan describing how confidential information will be maintained;
(l) A policy for the immediate dismissal of any marijuana establishment agent who has:

1. Diverted marijuana, which shall be reported to law enforcement officials and to the Commission;

2. Engaged in unsafe practices with regard to operation of the Marijuana Establishment, which shall be reported to the Commission; or
3. Been convicted or entered a guilty plea, plea of nolo contendere, or admission to sufficient facts of a felony drug offense involving distribution to a minor in the Commonwealth, or a like violation of the laws of another state, the United States or a foreign jurisdiction, or a military, territorial, or Native American tribal authority.

(m) A list of all board members and executives of a Marijuana Establishment, and members, if any, of the licensee must be made available upon request by any individual. 935 CMR 500.105(1) (m) requirement may be fulfilled by placing this information on the Marijuana Establishment's website.

(n) Policies and procedures for the handling of cash on Marijuana Establishment premises including but not limited to storage, collection frequency, and transport to financial institution(s).

(o) Policies and procedures to prevent the diversion of marijuana to individuals younger than 21 years old.

(p) Policies and procedures for energy efficiency and conservation that shall include:

1. Identification of potential energy use reduction opportunities (including but not limited to natural lighting, heat recovery ventilation and energy efficiency measures), and a plan for implementation of such opportunities;
2. Consideration of opportunities for renewable energy generation, including, where applicable, submission of building plans showing where energy generators could be placed on the site, and an explanation of why the identified opportunities were not pursued, if applicable;
3. Strategies to reduce electric demand (such as lighting schedules, active load management and energy storage); and
4. Engagement with energy efficiency programs offered pursuant to M.G.L. c. 25, § 21, or through municipal lighting plants.

In accordance with 935 CMR 500.105(2), all of Sparkboro's current owners, managers and employees that are involved in the handling and sale of marijuana will successfully complete Responsible Vendor Training Program, and once designated a "responsible vendor" require all new employees involved in handling and sale of marijuana to complete this program within 90 days of hire. This program shall then be completed annually and those not selling or handling marijuana may participate voluntarily. Sparkboro shall maintain records of responsible vendor training compliance, pursuant to 935 CMR 500.105(2)(b). Responsible vendor training shall include: discussion concerning marijuana effect on the human body; diversion prevention; compliance with tracking requirements; identifying acceptable forms of ID, including medical patient cards; and key state and local laws.

All employees of Sparkboro will be duly registered as marijuana establishment agents and have to complete a background check in accordance with 935 CMR 500.030(1). All marijuana establishment agents will complete a training course administered by Sparkboro and complete a Responsible Vendor Program in compliance with 935 CMR 500.105(2)(b). Employees will be required to receive a minimum of eight hours of on-going training annually pursuant to 935 CMR 500.105(2)(a).

In accordance with 935 CMR 500.105 (9), General Operational Requirements for Marijuana Establishments, Record Keeping, Sparkboro's personnel records will be available for inspection by the Commission, upon request. Sparkboro's records shall be maintained in accordance with generally accepted accounting principles. Written records that are required and are subject to inspection include,

but are not necessarily limited to, all records required in any section of 935 CMR 500.000, in addition to the following:

The following Sparkboro personnel records:

1. Job descriptions for each employee and volunteer position, as well as organizational charts consistent with the job descriptions;
2. A personnel record for each of Sparkboro's marijuana establishment agents. Such records shall be maintained for at least 12 months after termination of the individual's affiliation with Sparkboro and shall include, at a minimum, the following:
    a. all materials submitted to the Commission pursuant to 935 CMR 500.030(2);
    b. documentation of verification of references;
    c. the job description or employment contract that includes duties, authority, responsibilities, qualifications, and supervision
    d. documentation of all required training, including training regarding privacy and confidentiality requirements, and the signed statement of the individual indicating the date, time, and place he or she received said training and the topics discussed, including the name and title of presenters;
    e. documentation of periodic performance evaluations;
    f. a record of any disciplinary action taken; and
    g. notice of completed responsible vendor and eight-hour related duty training.
3. A staffing plan that will demonstrate accessible business hours and safe conditions;
4. Personnel policies and procedures; and
5. All background check reports obtained in accordance with 935 CMR 500.030.

Following closure of a Marijuana Establishment, all records must be kept for at least two years at the expense of the Marijuana Establishment and in a form and location acceptable to the Commission. Sparkboro understands that in the event that Sparkboro were to close, all records will be kept for at least two years at the expense of Sparkboro.

QUALIFICATIONS AND TRAINING

Sparkboro Wellness NAMA Corp. ("Sparkboro") shall, pursuant to 935 CMR 500.105(2)(a), ensure that all marijuana establishment agents complete training prior to performing job functions. Training will be tailored to the role and responsibilities of the job function. Dispensary agents will be trained for one week before acting as a dispensary agent. At a minimum, staff shall receive eight hours of on-going training annually. New marijuana establishment agents will receive employee orientation prior to beginning work with Sparkboro. Each department manager will provide orientation for dispensary agents assigned to their department. Orientation will include a summary overview of all the training modules.

In accordance with 935 CMR 500.105(2), all current owners, managers and employees of Sparkboro that are involved in the handling and sale of marijuana will successfully complete Responsible Vendor Training Program, and once designated a "responsible vendor" require all new employees involved in handling and sale of marijuana to complete this program within 90 days of hire. This program shall then be completed annually and those not selling or handling marijuana may participate voluntarily. Sparkboro shall maintain records of responsible vendor training compliance, pursuant to 935 CMR 500.105(2)(b). Responsible vendor training shall include: discussion concerning marijuana's effects on the human body; diversion prevention; compliance with seed-to-sale tracking requirements; identifying acceptable forms of ID demonstrating the age of majority (21+); and key state and local laws.

All of Sparkboro's employees will be registered as marijuana establishment agents, in accordance with 935 CMR 500.030. All Sparkboro employees will be duly registered as marijuana establishment agents and have to complete a background check in accordance with 935 CMR 500.030(1). All registered agents of Sparkboro shall meet suitability standards of 935 CMR 500.800.

Training will be recorded and retained in marijuana establishment agents' files. Sparkboro shall retain all training records for at least one year after a marijuana establishment agents' termination. All marijuana establishment agents will have continuous quality training and a minimum of 8 hours annual on-going training.

QUALITY CONTROL AND TESTING

Pursuant to 935 CMR 500.160, Sparkboro Wellness NAMA Corp. ("Sparkboro") will not sell or market any marijuana product that has not been tested by licensed Independent Testing Laboratories. Testing of marijuana products shall be 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 and published by the Massachusetts Department of Public Health. Every marijuana product sold will have a set of specifications which define acceptable quality limits for cannabinoid profile, residual solvents, metals, bacteria, and pesticides.

Sparkboro shall implement a written policy for responding to laboratory results that indicate contaminant levels that are above acceptable levels established in DPH protocols identified in 935 CMR 500.160(1) and subsequent notification to the Commission of such results. Results of any tests will be maintained by Sparkboro for at least one year. All transportation of marijuana to or from testing facilities shall comply with 935 CMR 500.105(13) and any marijuana product returned to Sparkboro by the testing facility will be disposed of in accordance with 935 CMR 500.105(12). Sparkboro shall never sell or market adult use marijuana products that have not first been tested by an Independent Testing Laboratory and deemed to comply with the standards required under 935 CMR 500.160.

Sparkboro's policies include requirements for handling of marijuana, pursuant to 935 CMR 500.105(3), including sanitary measures that include, but are not limited to: hand washing stations; sufficient space for storage of materials; removal of waste; clean floors, walls and ceilings; sanitary building fixtures; sufficient water supply and plumbing; and storage facilities that prevent contamination. All Sparkboro staff will be trained and ensure that marijuana and marijuana products are handled with the appropriate food handling and sanitation standards. Sparkboro will ensure the proper equipment and storage materials, including adequate and convenient hand washing facilities; food-grade stainless steel tables; and temperature- and humidity- control storage units, refrigerators, and freezers.

Sparkboro's Director of Compliance will provide quality control oversight over all marijuana products purchased from wholesale suppliers and sold to licensed adult-use cannabis retail establishments within the Commonwealth of Massachusetts. All Sparkboro staff will immediately notify the Director of Compliance of any actual or potential quality control issues, including marijuana product quality, facility cleanliness/sterility, tool equipment functionality, and storage conditions. All issues with marijuana products or the facility will be investigated and immediately rectified by the Director of Compliance, including measures taken, if necessary, to contain and dispose of unsafe products. The Director of Compliance will closely monitor product quality and consistency, and ensure expired products are removed and disposed.

All Sparkboro staff will receive relevant quality assurance training and provide quality assurance screening of marijuana flower, to ensure it is well cured and free of seeds, stems, dirt, and contamination, as specified in 935 CMR 500.105(3)(a), and meets the highest quality standards. All staff will wear gloves when handling marijuana and marijuana products, and exercise frequent hand washing and personal cleanliness, as specified in 935 CMR 500.105(2). Marijuana products will be processed in a secure access area of Sparkboro.

Sparkboro management and inventory staff will continuously monitor quality assurance of marijuana

products and processes, and prevent and/or mitigate any deficiencies, contamination, or other issues which could harm product safety.

Any spoiled, contaminated, dirty, spilled, or returned marijuana products are considered marijuana waste and will follow Sparkboro procedures for marijuana waste disposal, in accordance with 935 CMR 500.105(12). Marijuana waste will be regularly collected and stored in the secure-access, locked inventory vault.

Pursuant to 935 CMR 500.105(11)(a)-(e), Sparkboro shall provide adequate lighting, ventilation, temperature, humidity, space and equipment, in accordance with applicable provisions of 935 CMR 500.105 and 500.110. Sparkboro will have a separate area for storage of marijuana that is outdated, damaged, deteriorated, mislabeled, or contaminated, or whose containers or packaging have been opened or breached, unless such products are destroyed. Sparkboro storage areas will be kept in a clean and orderly condition, free from infestations by insects, rodents, birds and any other type of pest. The Sparkboro storage areas will be maintained in accordance with the security requirements of 935 CMR 500.110.

All testing results will be maintained by Sparkboro for no less than one year in accordance with 935 CMR 500.160(3).

Pursuant to 935 CMR 500.160(9), no marijuana product shall be sold or marketed for sale that has not first been tested and deemed to comply with the Independent Testing Laboratory standards.

RECORD KEEPING PROCEDURES

Sparkboro Wellness NAMA Corp. ("Sparkboro") records shall be available to the Cannabis Control Commission ("CCC') upon request pursuant to 935 CMR 500.105(9). Sparkboro shall maintain records in accordance with generally accepted accounting principles. All written records required by any section of 935 CMR 500.000 are subject to inspection, in addition to written operating procedures as required by 935 CMR 500.105(1), inventory records as required by 935 CMR 500.105(8) and seed-to-sale tracking records for all marijuana products are required by 935 CMR 500.105(8)(e).

Personnel records shall also be maintained, in accordance with 935 CMR 500.105(9)(d), including but not limited to job descriptions and/or employment contracts each employee, organizational charts, staffing plans, periodic performance evaluations, verification of references, employment contracts, documentation of all required training, including training regarding privacy and confidentiality agreements and the signed statement confirming the date, time and place that training was received, record of disciplinary action, notice of completed responsible vendor training and eight-hour duty training, personnel policies and procedures, and background checks obtained in accordance with 935 CMR 500.030. Personnel records will be maintained pursuant to 935 CMR 105(9)(d). Additionally, business records will be maintained in accordance with 935 CMR 500.105(9)(e), specifically the following business records shall be maintained: assets and liabilities; monetary transactions; books of accounts; sales records; and salary and wages paid to each employee. Waste disposal records will be maintained pursuant to 935 CMR 500.105(12), which specifically requires waste records be kept for at least three years.

VISITOR LOG

Sparkboro will maintain a visitor log that documents all authorized visitors to the facility, including outside vendors, contractors, and visitors, in accordance with 935 CMR 500.110(4)(e). All visitors must show proper valid identification demonstrating that they are at least twenty-one (21) years of age and they shall be logged in and out; that log shall be available for inspection by the Commission at all times.

REAL-TIME INVENTORY RECORDS

Sparkboro will maintain real-time inventory records, including at minimum, an inventory of all marijuana and marijuana products received from wholesalers, ready for sale to wholesale customers, and all damaged, defective, expired, or contaminated marijuana and marijuana products awaiting disposal, in accordance with 935 CMR 500.105(8). Real-time inventory records shall be accessible via METRC, the Commonwealth's seed-to-sale tracking software of record, or a third-party software platform capable of direct and secure integration with METRC. Sparkboro will continuously maintain hard copy documentation of all inventory records. The record of each inventory shall include, at a minimum, the date of inventory, a summary of inventory findings, and the names, signatures, and titles of the individual Licensed Marijuana Establishment Agent(s) who conducted the inventory.

MANIFESTS

Sparkboro will maintain records of all manifests for no less than one year and make them available to the Commission upon request, in accordance with 935 CMR 500.105(f). Manifests will include, at a minimum, the originating Licensed Marijuana Establishment Agent's (Agent) name, address, and registration number; the names and registration number of the Agent who transported the marijuana products; the names and registration number of the marijuana establishment agent who prepared the manifest; the destination Licensed Marijuana Establishment's (LME) name, address, and registration

number; a description of marijuana products being transported, including the weight and form or type of product; the mileage of the transporting vehicle at departure from origination LME and the mileage upon arrival at the destination LME, as well as the mileage upon returning to the originating LME; the date and time of departure from the originating LME and arrival at destination LME; a signature line for the marijuana establishment agent who receives the marijuana; the weight and inventory before departure and upon receipt; the date and time that the transported products were re-weighted and re-inventoried; and the vehicle make, model, and license plate number. Sparkboro will maintain records of all manifests for a minimum of one year in accordance with 935 CMR 500.105(13)(f)(5).

INCIDENT REPORTS

Sparkboro will maintain incident reporting records notifying appropriate law enforcement authorities and the Commission about any breach of security immediately, and in no instance, more than 24 hours following the discovery of the breach, in accordance with 935 CMR 500.110(7). Incident reporting notification shall occur, but not be limited to, during the following occasions: discovery of discrepancies identified during inventory; diversion, theft, or loss of any marijuana product; any criminal action involving or occurring on or in the Marijuana Establishment premises; and suspicious act involving the sale, cultivation, distribution, processing or production of marijuana by any person; unauthorized destruction of marijuana; any loss or unauthorized alteration of records relating to marijuana; an alarm activation or other event that requires response by public safety personnel or security personnel privately engaged by the Marijuana Establishment; the failure of any security alarm due to a loss of electrical power or mechanical malfunction that is expected to last more than eight hours; or any other breach of security.

Sparkboro shall, within ten calendar days, provide notice to the Commission of any incident described in 935 CMR 500.110(7)(a) by submitting an incident report in the form and manner determined by the Commission which details the circumstances of the event, any corrective action taken, and confirmation that the appropriate law enforcement authorities were notified. Sparkboro shall maintain all documentation relating to an incident for not less than one year or the duration of an open investigation, whichever is longer, and make said documentation available to the Commission and law enforcement authorities upon request.

TRANSPORTATION LOGS

In the event that Sparkboro operates its own vehicle to transport marijuana products, it will maintain a transportation log of all destinations traveled, trip dates and times, starting and ending mileage of each trip, and any emergency stops, including the reason for the stop, duration, location, and any activities of personnel existing the vehicle, as required by 935 CMR 500.115(13). Sparkboro shall retain all transportation logs for no less than a year and make them available to the Commission upon request.

SECURITY AUDITS

Sparkboro will, on an annual basis, obtain at its own expense, a security system audit by a vendor approved by the Commission, in accordance with 935 CMR 500.110(8). A report of the audit will be submitted, in a form and manner determined by the Commission, no later than 30 calendar days after the audit is conducted. If the audit identifies concerns related to Sparkboro’s security system, Sparkboro will also submit a plan to the Commission to mitigate those concerns within ten business days of submitting the audit.

CONFIDENTIAL RECORDS

Sparkboro will ensure that all confidential information, including but not limited to employee personnel records, financial reports, inventory records and manifests, business plans, and other documents are kept safeguarded and private, in accordance with 935 CMR 500.105(1)(k). All confidential hard copy records will be stored in lockable filing cabinets within the Director of Compliance's Office, which shall be maintained as a Limited Access Area that shall only be accessible to the minimum number of duly-authorized Licensed Marijuana Establishment Agents required to operate. No keys or passwords will be left in locks, doors, in unrestricted access areas, unattended, or otherwise left accessible to anyone other than the responsible authorized personnel. All confidential electronic files will be safeguarded by a protected network and password protections, as appropriate and required by the Commission. All hard copy confidential records will be shredded when no longer needed.

Following the closure of the Marijuana Establishment, all records will be kept for at least two years at Sparkboro's sole expense and in a form and location acceptable to the Commission, pursuant to 935 CMR 500.105(9)(g).

RESTRICTING ACCESS TO AGE 21 OR OLDER

Sparkboro Wellness NAMA Corp. ("Sparkboro" or "the Company") is a marijuana establishment as defined by 935 CMR 500.002. The Company sets forth the following policies and procedures for restricting access to marijuana and marijuana infused products to individuals over the age of twenty-one (21) pursuant to the Cannabis Control Commission's (the "Commission") regulations at 935 CMR 500.105(1)(o). This regulation states that written operating procedures for the Company shall include "[p]olicies and procedures to prevent the diversion of marijuana to individuals younger than 21 years old."

A. COMPLIANCE WITH 935 CMR 500.105(1)(o)

The Company incorporates and adopts herein by reference, all of the provisions for the prevention of diversion outlined in the Company's Standard Operating Procedure for the Prevention of Diversion. The provisions detailed in the Company's Standard Operating Procedure for the Prevention of Diversion apply to the prevention of diversion of marijuana and marijuana infused products to all minors and all individuals under the age of twenty-one (21).

B. SPECIFIC PROVISIONS FOR RESTRICTING ACCESS TO AGE 21 AND OLDER

As stated above, the Company incorporates herein, all provisions for the prevention of diversion of marijuana and marijuana infused product to individuals under the age of twenty-one (21) as detailed in the Company's Standard Operating Procedure for the Prevention of Diversion. Specific provisions regarding restricting access to individuals age twenty-one (21) and older include the following:

1. The Company will only employ marijuana establishment agents, as defined by the Commission's definitions at 935 CMR 500.002, who are at least twenty-one (21) years old.
2. The Company will only allow visitors, age twenty-one (21) or older, at the Company's facilities. The Company defines visitors in accordance with the Commission's definitions at 935 CMR 500.002. The Company will designate an authorized agent to check the identification of all visitors entering the Company's facilities and entry shall only be granted to those aged twenty-one (21) or older. Acceptable forms of currently valid identification include:
    a. A motor vehicle license;
    b. A liquor purchase identification card;
    c. A government-issued identification card;
    d. A government-issued passport; and
    e. A United States-issued military identification card.
3. The Company will only market marijuana and marijuana infused products to individuals aged twenty-one (21) or older. Any marijuana product labeling will make it clear that marijuana and marijuana infused products are not to be accessed or consumed by individuals under the age of twenty-one (21). Specifically, the Company will follow 935 CMR 500.105(4)(a)(5) to ensure that the Company's branding, marketing, and advertising is done in a manner that does not encourage or promote the diversion of marijuana. Furthermore, the Company understands that in accordance with 935 CMR 500.105(4)(a)(2), advertising of marijuana and marijuana infused products may only be done at charitable or public events where at least 85% of the audience is reasonably expected to be age twenty- one (21) or older.

DIVERSITY PLAN

Sparkboro Wellness NAMA Corp. ("Sparkboro" or the "Company") is committed to actively promoting diversity, inclusion, and cultural competency, by implementing programmatic and operational procedures and policies that will help to make Sparkboro a leader and champion of diversity, both in the Town of North Adams and throughout the broader Massachusetts cannabis industry.

Sparkboro's commitment to diversity is reflected in the following Goals, which shall be pursued through the Programs outlined herein, and the progress of which shall be judged by the Measurements/ Metrics as stated below, and adjusted as needed if necessary:

Goal One: Achieve at least 10% of our staffing needs from minorities and women.

Programs to Achieve Diversity Goal One:

- Create a standing Committee on Diversity and Inclusion ("CDI") with membership to be comprised of leaders from all levels of Sparkboro's corporate hierarchy and across all departments. Membership on the CDI shall be determined by seniority of the employee and the composition of the CDI shall be comprised of at least 33% people who are minorities, women, veterans, people with disabilities, and/or members of the LGBTQ+ community.
- Provide on-site interactive workshops, annually (at minimum), covering such topics as the prevention of sexual harassment, racial and cultural diversity, and methods of fostering an inclusive work atmosphere.
- Increase diversity of the make-up of our staff by actively seeking out minorities and women, both through in-house hiring initiatives and participation in online diversity job boards and in-person job fairs at least once a year and as frequently as needed as staffing needs dictate.
- Establish clearly written policies regarding diversity and a zero-tolerance policy for discrimination and/or sexual harassment, which shall be incorporated into our employee handbook.

Measurements:

- *Qualitative Metrics*: Perform annual evaluation of inclusion/diversity initiatives to ensure diversity is one of Sparkboro's strengths and remains a primary focus. This may include anonymous employee surveys or other private submission opportunities so that we can attempt to avoid any sort of reluctance for our employees to inform management how we are truly doing in pursuit of our diversity plan goals. The results of the surveys shall be compared to prior years' results to allow Sparkboro to adjust our programs in the event that our goals are not being achieved.
- *Quantitative Metrics*: We will strive to achieve at least 10% of our staffing needs from people from women and minorities. The personnel files shall be evaluated on a semi-annual basis to determine how many employees are women and minorities that occupy positions within the company and that number shall be divided by Sparkboro's total staffing at its North Adams facility to determine the percentage achieved.

Sparkboro acknowledges that the progress or success of our plan will be documented upon renewal (one year from provisional licensure, and each year thereafter).

Sparkboro 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.

Sparkboro acknowledges that any actions taken, or programs instituted will not violate the Commission's regulations with respect to limitations on ownership or control or other applicable state laws.