



Massachusetts Cannabis Control Commission

Marijuana Retailer

General Information:

License Number: MR282033
Original Issued Date: 01/10/2020
Issued Date: 01/14/2021
Expiration Date: 01/16/2022

ABOUT THE MARIJUANA ESTABLISHMENT

Business Legal Name: Temescal Wellness of Massachusetts, LLC

Phone Number: 603-491-1975 Email Address: kasey@temescalwellness.com

Business Address 1: 665 Cochituate Road

Business Address 2: Suite 1B

Business City: Framingham

Business State: MA

Business Zip Code: 01701

Mailing Address 1: 665 Cochituate Rd

Mailing Address 2: Second Floor

Mailing City: Framingham

Mailing State: MA

Mailing Zip Code: 01701

CERTIFIED DISADVANTAGED BUSINESS ENTERPRISES (DBES)

Certified Disadvantaged Business Enterprises (DBEs): Not a DBE

PRIORITY APPLICANT

Priority Applicant: yes

Priority Applicant Type: RMD Priority

Economic Empowerment Applicant Certification Number:

RMD Priority Certification Number: RPA201850

RMD INFORMATION

Name of RMD: Temescal Wellness - Framingham

Department of Public Health RMD Registration Number: 045

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

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

If no, describe the circumstances below:

PERSONS WITH DIRECT OR INDIRECT AUTHORITY

Person with Direct or Indirect Authority 1

Percentage Of Ownership: Percentage Of Control: 100

Role: Manager

Other Role:

First Name: Edward

Last Name: Rebholz

Suffix: Jr.

Gender: Male

User Defined Gender:

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

Specify Race or Ethnicity:

ENTITIES WITH DIRECT OR INDIRECT AUTHORITY

Entity with Direct or Indirect Authority 1

Percentage of Control: Percentage of Ownership: 100

Entity Legal Name: Temescal Wellness of Massachusetts Holdings, LLC Entity DBA:

DBA

City:

Entity Description: TW MA Holdings LLC was formed in 2013 with the sole purpose of supporting TW MA Inc., then a non-profit and since converted to a domestic profit corporation (MA LLC); TW MA Holdings LLC provided startup funding to TW MA, and currently provides management services to MA LLC under a compliant and regulator-approved agreement.

Foreign Subsidiary Narrative:

Entity Phone: Entity Email: Entity Website: www.temescalwellness.com

Entity Address 1: Entity Address 2:

Entity City: Entity State: Entity Zip Code:

Entity Mailing Address 1: Entity Mailing Address 2:

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

Relationship Description: TW MA Holdings LLC was formed in 2013 with the sole purpose of supporting TW MA Inc., then a non-profit and since converted to a domestic profit corporation (MA LLC); TW MA Holdings provided startup funding to TW MA, and currently provides management services to TW MA under a compliant and regulator-approved agreement.

TW MA Holdings has indirect authority over the Marijuana Establishment (TW MA), and the company's sole manager is Edward Rebholz Jr., previously identified. TW MA Holdings exercises indirect authority through the management services agreement, insofar as it recommends operational programs, policies and procedures for approval and implementation by TW MA, consistent with the shared mission to provide MA citizens with access to safe, legal cannabis. TW MA Holding's authority is limited by governance protocols: major decisions such as the execution of management services agreements require approval by TW MA. Mr. Rebholz is the sole manager of TW MA Holdings.

CLOSE ASSOCIATES AND MEMBERS

No records found

CAPITAL RESOURCES - INDIVIDUALS

No records found

CAPITAL RESOURCES - ENTITIES

Entity Contributing Capital 1

Entity Legal Name: Temescal Wellness of Massachusetts, LLC

Entity DBA:

Email: Phone: 650-438-7698
ted@temescalwellness.com

Address 1: 665 Cochituate Road

Address 2: Suite 1B

City: Framingham State: MA

Zip Code: 01701

Types of Capital: Other Other Type of Capital: No capital expenditure
required - see attachment

Total Value of Capital Percentage of Initial
Provided: \$1 Capital:

Capital Attestation: Yes

BUSINESS INTERESTS IN OTHER STATES OR COUNTRIES

Business Interest in Other State 1

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

Owner First Name: Owner Last Name: Owner Suffix:

Entity Legal Name: Temescal Wellness, Inc.		Entity DBA:	
Entity Description: NH nonprofit therapeutic cannabis alternative treatment center (ATC) holding two licenses. Edward Rebholz Jr. (MA management company manager) serves on TWI's board of directors.			
Entity Phone: 650-438-7698	Entity Email: ted@temescalwellness.com	Entity Website: nh.temescalwellness.com	
Entity Address 1: 26 Crosby Rd		Entity Address 2:	
Entity City: Dover	Entity State: NH	Entity Zip Code: 03820	Entity Country: USA
Entity Mailing Address 1: 26 Crosby Rd		Entity Mailing Address 2:	
Entity Mailing City: Dover	Entity Mailing State: NH	Entity Mailing Zip Code: 03820	Entity Mailing Country: USA

Business Interest in Other State 2

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

Owner First Name:	Owner Last Name:	Owner Suffix:
Entity Legal Name: Temescal Wellness of Maryland, LLC		Entity DBA:
Entity Description: MD limited liability corporation holding three medical cannabis licenses: cultivation, processing, dispensing. Based on an agreement reached on July 6, 2020, Edward Rebholz Jr. (MA management company manager) will have his ownership purchased in installments from July 2020 to January 15, 2021, and will no longer be an owner.		
Entity Phone: 650-438-7698	Entity Email: ted@temescalwellness.com	Entity Website:
Entity Address 1: 1636 Reisertown Rd		Entity Address 2:
Entity City: Pikesville	Entity State: MD	Entity Zip Code: 21208 Entity Country: USA
Entity Mailing Address 1: 1636 Reisertown Rd		Entity Mailing Address 2:
Entity Mailing City: Pikesville	Entity Mailing State: MD	Entity Mailing Zip Code: 21208 Entity Mailing Country: USA

DISCLOSURE OF INDIVIDUAL INTERESTS

No records found

MARIJUANA ESTABLISHMENT PROPERTY DETAILS

Establishment Address 1: 665 Cochituate Road	
Establishment Address 2: Suite 1B	
Establishment City: Framingham	Establishment Zip Code: 01701
Approximate square footage of the establishment: 2200	How many abutters does this property have?: 9
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	C_Framingham abutters notice.pdf	pdf	5c65d7bfc4b7a71b66d119aa	02/14/2019
Community Outreach Meeting Documentation	A_Framingham public notice.pdf	pdf	5c65d885293a5312448e80f3	02/14/2019
Community Outreach Meeting Documentation	B_Framingham municipal notice.pdf	pdf	5cd962a51dae681319ce6253	05/13/2019
Certification of Host Community	host agreement certification.pdf	pdf	5cd97b8333099617d7941058	05/13/2019

Agreement					
Community Outreach Meeting Documentation	Temescal Wellness Varification 06 21 2019.pdf	pdf	5d10e60a1dae681319cec053	06/24/2019	
Community Outreach Meeting Documentation	Framingham_Abutters_List.pdf	pdf	5d10e62741a4321320f2a080	06/24/2019	
Community Outreach Meeting Documentation	Framingham abutters.jpg	jpeg	5d10e62a722cea17c1262933	06/24/2019	
Certification of Host Community Agreement	community outreach attestation.pdf	pdf	5d10e68933099617d7946d15	06/24/2019	
Plan to Remain Compliant with Local Zoning	local compliance_updated.pdf	pdf	5d10e78658ad7e1336c29591	06/24/2019	

Total amount of financial benefits accruing to the municipality as a result of the host community agreement. If the total amount is zero, please enter zero and provide documentation explaining this number.: \$50000

PLAN FOR POSITIVE IMPACT

Plan to Positively Impact Areas of Disproportionate Impact:

Document Category	Document Name	Type	ID	Upload Date
Other	Fresh start donation letter.pdf	pdf	5d3ef5046e3bd533dbcf176	07/29/2019
Other	Friendly house donation acceptance.pdf	pdf	5d40a7ff6614633871924023	07/30/2019
Plan for Positive Impact	RFI positive impact plan 3.pdf	pdf	5d72532f8470d4229ba44f6f	09/06/2019

ADDITIONAL INFORMATION NOTIFICATION

Notification: I understand

INDIVIDUAL BACKGROUND INFORMATION

Individual Background Information 1

Role:
First Name: Edward
RMD Association: RMD Manager
Background Question: no

Other Role:
Last Name: Rebholz **Suffix:** Jr

ENTITY BACKGROUND CHECK INFORMATION

Entity Background Check Information 1

Role: Other (specify)
Entity Legal Name: Temescal Wellness of Massachusetts Holdings, LLC
Entity Description: TW MA Holdings LLC was formed in 2013 with the sole purpose of supporting TW MA Inc., then a non-profit and since converted to a domestic profit corporation (MA LLC); TW MA Holdings LLC provided startup funding to TW MA, and currently provides management services to MA LLC under a compliant and regulator-approved agreement.
Phone: 650-438-7698
Primary Business Address 1: 665 Cochituate Road
Primary Business City: Framingham

Other Role: Management Company

Entity DBA:

Email: ted@temescalwellness.com

Primary Business State: MA

Primary Business Address 2:
 Second Floor
Principal Business
Zip Code: 01701

Additional Information: TW MA Holdings LLC was formed in 2013 with the sole purpose of supporting TW MA Inc., then a non-profit and since converted to a domestic profit corporation (MA LLC); TW MA Holdings provided startup funding to TW MA, and currently provides management services to TW MA under a compliant and regulator-approved agreement.

TW MA Holdings has indirect authority over the the Marijuana Establishment (TW MA), and the company's sole manager is Edward Rebholz Jr., previously identified. TW MA Holdings exercises indirect authority through the management services agreement, insofar as it recommends operational programs, policies and procedures for approval and implementation by TW MA, consistent with the shared mission to provide MA citizens with access to safe, legal cannabis. TW MA Holding's authority is limited by governance protocols: major decisions such as the execution of management services agreements require approval by TW MA. Mr. Rebholz is the sole manager of TW MA Holdings.

MASSACHUSETTS BUSINESS REGISTRATION

Required Business Documentation:

Document Category	Document Name	Type	ID	Upload Date
Bylaws	TWMA LLC operating agreement.pdf	pdf	5cd97fa658ad7e1336c2369b	05/13/2019
Secretary of Commonwealth - Certificate of Good Standing	SOC good standing.pdf	pdf	5d10e80aacc50017edd6433a	06/24/2019
Articles of Organization	articles of org.pdf	pdf	5d10e80b624ce5135e927eb4	06/24/2019
Department of Revenue - Certificate of Good standing	Cert of Good Standing.pdf	pdf	5d13ab6558ad7e1336c29d78	06/26/2019

Certificates of Good Standing:

Document Category	Document Name	Type	ID	Upload Date
Department of Revenue - Certificate of Good standing	TW-MA, LLC - Comm of MA - DOR - Certificate of Good Standing 10.26.2020.pdf	pdf	5faaa048dfcf9f07cd944f16	11/10/2020
Secretary of Commonwealth - Certificate of Good Standing	TW-MA, LLC - Comm of MA Certificate of Good Standing 10.20.20.pdf	pdf	5faaa050dd2d7407bedec0ed	11/10/2020
Department of Unemployment Assistance - Certificate of Good standing	MA, LLC - Certificate of Compliance - MA Unemployment 10.21.20.pdf	pdf	5fabdccc08242707d4a7810d	11/11/2020

Massachusetts Business Identification Number: 001358393

Doing-Business-As Name:

DBA Registration City:

BUSINESS PLAN

No documents uploaded

OPERATING POLICIES AND PROCEDURES

Policies and Procedures Documentation:

Document Category	Document Name	Type	ID	Upload Date
Plan for obtaining marijuana or marijuana products	1Plan for Obtaining Marijuana.pdf	pdf	5fabd74057d9d707ee4d8a8b	11/11/2020

Separating recreational from medical operations, if applicable	2Separating Rec from Med.pdf	pdf	5fabd7583bf49c082a426879	11/11/2020
Restricting Access to age 21 and older	3Restricting Access.pdf	pdf	5fabd76a70836208402867d4	11/11/2020
Security plan	4Security Plan.pdf	pdf	5fabd778edc7d60856d97917	11/11/2020
Prevention of diversion	5Prevention of Diversion.pdf	pdf	5fabd783bd0d8e081433d2cf	11/11/2020
Storage of marijuana	6Storage of Marijuana.pdf	pdf	5fabd790a75869080486c4c9	11/11/2020
Transportation of marijuana	7Transportation.pdf	pdf	5fabd7a1dfcf9f07cd945261	11/11/2020
Inventory procedures	8Inventory.pdf	pdf	5fabd7addf85ec07dfb894b4	11/11/2020
Quality control and testing	9Quality Control and Testing.pdf	pdf	5fabd7bb6e60eb07f57f27d6	11/11/2020
Dispensing procedures	10Dispensing.pdf	pdf	5fabd7c94a2789086108d89e	11/11/2020
Personnel policies including background checks	11Personnel and Background Checks.pdf	pdf	5fabd7d9dfcf9f07cd945265	11/11/2020
Record Keeping procedures	12Record Keeping.pdf	pdf	5fabd7ec57d9d707ee4d8a92	11/11/2020
Maintaining of financial records	13Maintaining Financial Records.pdf	pdf	5fabd7fedf85ec07dfb894ba	11/11/2020
Diversity plan	14Diversity.pdf	pdf	5fabd82275aac308359ad34e	11/11/2020
Qualifications and training	15Qualifications and Training.pdf	pdf	5fabd87cdfcf9f07cd94526c	11/11/2020
Energy Compliance Plan	Energy Compliance Plan Updated.pdf	pdf	5fabf2445b823307b79b716d	11/11/2020

MARIJUANA RETAILER SPECIFIC REQUIREMENTS

Adequate Patient Supply Documentation:

Document Category	Document Name	Type	ID	Upload Date
	Description of SOP Maintaining Adequate Patient Supply.pdf	pdf	5faaa19fbd0d8e081433cf3c	11/10/2020

Reasonable Substitutions of Marijuana Types and Strains Documentation:

Document Category	Document Name	Type	ID	Upload Date
	Description of SOP Determining Reasonable Substitutions for a Patient.pdf	pdf	5faaa1ab6e60eb07f57f24a8	11/10/2020

ATTESTATIONS

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

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

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

Notification: I Understand

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

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

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

ADDITIONAL INFORMATION NOTIFICATION

Notification: I Understand

COMPLIANCE WITH POSITIVE IMPACT PLAN

Progress or Success Goal 1

Description of Progress or Success: Introduction: Since initial licensure and approval of Temescal's diversity and positive impact plans, the Commission has issued two revisions of guidance and requirements for those plans. Temescal has continuously revised these plans to comply with guidance, and will continue to do so. This analysis assumes current (July 2020) diversity and positive impact plans to be in effect.

Goal 1: Inclusive job advertisement

Metrics: 1 job ad/quarter and 1 job fair/year

Fulfillment summary: The program associated with this goal is to produce or participate in job fairs or job postings that advertise to individuals from disproportionately impacted areas. Our planned March 28, 2020 (later rescheduled to April 25, 2020) job fair was to be focused primarily on manufacturing roles and to be produced in coordination with Economic Empowerment Retail ME New Día and to be hosted originally at Clearly Coworking in Worcester (moved to the Blackstone Heritage Corridor Visitor Center in Worcester). This job fair was canceled prior to marketing due to COVID-19 emergency orders. Temescal has continuously posted open job opportunities on its "Jobs" webpage, and began using JazzHR in Q2 2020 which posts all positions to multiple different job boards to expand reach and diversity of candidates.

Q1 2020: no major hiring events, but continuous posting on the TW Jobs website and utilization of Jazz HR to expand reach and diversity of candidates

Q2 2020: Scheduled for March 28, 2020 (later rescheduled to April 25, 2020) was to be focused on manufacturing roles and produced in coordination with Economic Empowerment Retail ME New Día and hosted at the Blackstone Heritage Corridor Visitor Center in Worcester (originally planned to be at Clearly Coworking in Worcester), however this event was cancelled due to COVID-19 emergency orders. No major hiring events, but continuous posting on the TW Jobs website and utilization of Jazz HR to expand reach and diversity of candidates

Q3 2020: no major hiring events, but continuous posting on the TW Jobs website and utilization of Jazz HR to expand reach and diversity of candidates

Q4 2020: no major hiring events, but continuous posting on the TW Jobs website and utilization of Jazz HR to expand reach and diversity of candidates

Progress or Success Goal 2

Description of Progress or Success: Goal 3: Inclusive business partnerships and inclusive institutional support

Metrics: 1 introduction or interactions with partners/quarter and 2 events/year

Fulfillment summary: The program associated with this goal is to leverage community outreach and corporate development activities to network and pursue business partnerships with businesses/owners in disproportionately impacted areas. Temescal met its goal of at least four meaningful introductions/interactions per year and maintaining ongoing interactions by providing "pro bono consulting" to at least 3 economic empowerment applicants.

August 2019 to present (ongoing): Justin Credible Cultivation (Cummington), economic empowerment cultivation ME; licensing support including policy and procedure review, pre-PFLI site visit and preparation.

August 2019 to present (ongoing): Major Bloom (Worcester), economic empowerment retail ME applicant; introduction to wholesale supply department for priority consideration. Review and guidance on financial planning, investor pitch materials, key performance indicators.

April 2019 to present (ongoing): Top Shelf Cannasseurs (Hudson), veteran-owned and Economic Empowerment ME; licensing support, execution of long-term flower supply agreement to help facilitate revenue certainty for fundraising efforts; preliminary planning for homedelivery supply agreement and partnership.

April 2020: Mass Cannabis Business Association introduction

Progress or Success Goal 3

Description of Progress or Success: Goal: Charitable giving in disproportionate impact areas.

Metrics: 2 donations/year (at least \$5,000 total)

Fulfillment summary: The programs associated with this goal are Fresh Start Furniture Bank and Friendly House. Temescal exceeded its goal to donate at least \$5,000 per year across at least two programs. Fresh Start Furniture Bank serves 20 of 29 disproportionate impact areas. Friendly House provides educational, social and family betterment for the residents of Worcester. Temescal also made a donation to Haley House who serves the disproportionately impacted communities of Boston in the South End and Roxbury neighborhoods, providing direct soup kitchen and food pantry services, housing, urban farming programs, education and training in health, nutrition, and employment, a pay-what-you can café, and community art gallery.

March 2020: Fresh Start Furniture Bank \$2,000 consignment income donation and \$5000 donation

June 2020: Friendly House Inc, donation of \$10,000 and Haley House donation of \$1,000. Temescal also made additional donations this year including to the Hudson Food Pantry, which serves individuals with food insecurities in the Hudson area where Temescal operates and is a proud partner of the Greater Boston Food Bank. Temescal additionally donated hand sanitizer made at it's production facility during the COVID-19 shut down, to the Hudson Fire Department in May 2020.

COMPLIANCE WITH DIVERSITY PLAN

Diversity Progress or Success 1

Description of Progress or Success: Introduction: Since initial licensure and approval of Temescal's diversity and positive impact plans, the Commission has issued two revisions of guidance and requirements for those plans. Temescal has continuously revised these plans to comply with guidance and will continue to do so. This analysis assumes current (July 2020) diversity and positive impact plans to be in effect.

Goal 1: Inclusive job advertisement

Metrics: 1 job ad/quarter and 1 job fair/year

Fulfillment summary: The program associated with this goal is to produce or participate in job fairs or job postings that advertise to individuals from disproportionately impacted areas. Our planned March 28, 2020 (later rescheduled to April 25, 2020) job fair was to be focused primarily on manufacturing roles and to be produced in coordination with Economic Empowerment Retail ME New Día and to be hosted originally at Clearly Coworking in Worcester (moved to the Blackstone Heritage Corridor Visitor Center in Worcester). This job fair was canceled prior to marketing due to COVID-19 emergency orders. Temescal has continuously posted open job opportunities on it's "jobs" webpage, and began using JazzHR in Q2 2020 which posts all positions to multiple different job boards to expand reach and diversity of candidates.

Q1 2020: no major hiring events, but continuous posting on the TW Jobs website and utilization of Jazz HR to expand reach and diversity of candidates

Q2 2020: Scheduled for March 28, 2020 (later rescheduled to April 25, 2020) was to be focused on manufacturing roles and produced in coordination with Economic Empowerment Retail ME New Día and hosted at the Blackstone Heritage Corridor Visitor Center in Worcester (originally planned to be at Clearly Coworking in Worcester), however this event was cancelled due to COVID-19 emergency orders. No major hiring events, but continuous posting on the TW Jobs website and utilization of Jazz HR to expand reach and diversity of candidates

Q3 2020: no major hiring events, but continuous posting on the TW Jobs website and utilization of Jazz HR to expand reach and diversity of candidates

Q4 2020: no major hiring events, but continuous posting on the TW Jobs website and utilization of Jazz HR to expand reach and diversity of candidates

Diversity Progress or Success 2

Description of Progress or Success: Goal: Meet or exceed local demographic diversity by year 5.

Fulfillment summary: In one of three race/ethnicity categories, Temescal Framingham agent demographics far exceeded local diversity, as reported by the 2015 American Community Survey. With regards to gender identification, Temescal Framingham currently has about 40% women to 60% men with 12% who identify as LGBTQIA.

Framingham Black population: 5.9%. Temescal Black agents: 20%

Framingham Asian population: 8.1%. Temescal Asian agents: 0.0%

Framingham Hispanic/Latino/a/x population: 15.5%. Temescal Hispanic/Latino/a/x agents: 4%

Temescal male agents: 60%. Temescal female agents: 40%

Temescal LGBTQIA agents: 12%

Diversity Progress or Success 3

Description of Progress or Success: Goal: Provide individualized mentorship to listed demographics.

Metrics: 1 diverse individual promotion/year.

Fulfillment summary: Temescal has mentored nine diverse individuals through hiring/promotion, exceeding its stated annual goal.

1. Black, male: Retail assistant manager Framingham, promoted to retail manager (Hudson, June 2020)
2. Latina, female: Promoted from production associate to packaging team lead (Worcester, January 2020)
3. Black, male: Promoted from production associate to packaging supervisor (Worcester, January 2020)
4. Female inventory specialist, promoted to assistant retail manager (Hudson, August 2020)
5. Female production associate promoted to lab tech, infusions (Worcester, July 2020)
6. Latino, male packaging associate promoted to packaging lead (Worcester, September 2020)
7. Black, female: Promoted from retail manager Pittsfield to compliance manager for all TW licenses (TWMA, August 2020)
8. Female assistant retail manager promoted to retail manager (Pittsfield, September 2020)
9. Female compliance manager for all TW licenses promoted to compliance director for all TW licenses (TWMA, March 2020):
10. Female retail manager Framingham, hired in August 2020

Diversity Progress or Success 4

Description of Progress or Success: Goal: Establish relationships with specific organizations that are diversity focused for the purposes of (a) Networking with their constituencies for employment purposes; (b) Providing information on employment opportunities; (c) Providing trainings or informational sessions for individuals falling into the above-listed demographics on the marijuana industry.

Metric: Four events/introductions annually.

Fulfillment summary: The program associated with this goal is to establish relationships with specific organizations that are diversity-focused for the purposes of (a) Networking with their constituencies for employment purposes; (b) Providing information on employment opportunities; (c) Providing trainings or informational sessions for individuals falling into the above-listed demographics on the marijuana industry. Temescal attended/made the following (3) events/introductions this past year (additional participation in events this year did not occur due to COVID19).

1. Participation in Northeast Cannabis Business Conference for networking opportunities February 2020
2. Participation in Cannavest Business Conference for networking opportunities February 2020
3. Massachusetts Cannabis Business Association (MCBA): Introduction in April 2020 to discuss strategy, prospective membership and Temescal's willingness to serve as a resource to diverse businesses, especially in Worcester.

HOURS OF OPERATION

Monday From: 10:00 AM **Monday To:** 6:00 PM

Tuesday From: 10:00 AM **Tuesday To:** 6:00 PM

Wednesday From: 10:00 AM Wednesday To: 6:00 PM

Thursday From: 10:00 AM Thursday To: 6:00 PM

Friday From: 10:00 AM Friday To: 6:00 PM

Saturday From: 10:00 AM Saturday To: 6:00 PM

Sunday From: 12:00 PM Sunday To: 5:00 PM

NOTICE OF COMMUNITY OUTREACH MEETING
REGARDING ADULT-USE MARIJUANA ESTABLISHMENT
TEMESCAL WELLNESS OF MASSACHUSETTS
665 COCHITUATE ROAD, FRAMINGHAM

Notice is hereby given that the Temescal Wellness of Massachusetts ("Temescal Wellness") of 665 Cochituate Road, Framingham, Massachusetts will conduct a Community Outreach Meeting on the following matter on November 28, 2018 at the Framingham Elks Lodge, 450 Union Ave, Framingham, MA at 4:00 PM.

Temescal Wellness intends to apply for an Adult-Use Marijuana Retailer license at 665 Cochituate Road Framingham, Massachusetts pursuant to M.G.L. Ch. 94G and Chapter 55 of the Acts of 2017, other applicable laws and regulations promulgated thereunder, including those promulgated thereunder by the Massachusetts Cannabis Control Commission. Community members will be permitted and are encouraged to ask questions and receive answers from representatives of Temescal Wellness.

Julia Germaine, Corp Dev Director

Temescal Wellness

Legal Notices

FOOD REGULATIONS
LEGAL NOTICE
TOWN OF NATICK
BOARD OF HEALTH

Under Massachusetts General Laws Chapter 111, Section 31, the Natick Board of Health, at its meeting on November 5, 2018, unanimously voted to replace the current Chapter 3 Food Regulations and adopt a new Chapter 3 Food Regulations.

The new regulation will go into effect on January 1, 2019.

The full text of the new regulation is on file at the Natick Health Department Office and at the Office of the Town Clerk in the Natick Town Hall, 13 East Central St., Natick MA. This notice may also be viewed at www.masspublicnotices.org

Natick Board of Health, Natick MA

Donald J. Breda, PE, Chairman
Ian L. Wong, MSPH, Vice Chairman
Peter A. Dell'Colli, DMD, Clerk

AD#13748191
MWDN 11/21/2018

BOA/6 POWDER MILL LANE
LEGAL NOTICE
NOTICE OF PUBLIC HEARING

Mr. & Mrs. Daniel Kuperstein
6 Powder Mill Lane
Southborough, MA 01772

The Board of Appeals of the Town of Southborough will hold a public hearing in the Thomas J. McAuliffe Hearing Room of the Southborough Town House, 17 Common Street on Wednesday, November 28, 2018 at 7:00PM with regard to the petition of Mr. & Mrs. Daniel Kuperstein, 6 Powder Mill Lane, Southborough MA 01772. The petitioner(s) is seeking a variance to construct a two story addition at the side and rear of the property located at 6 Powder Mill Lane, Southborough MA 01772 pursuant to section 174-8.3 D (3)(b) rear setbacks 35' and 174-8.3 D (3)(c) side setbacks 15'. A copy of the application may be reviewed at the office of the Building Department located at 9 Cordaville Rd., Southborough MA, during normal business hours.

Craig Nicholson, Chairman

AD#13743217
MWDN 11/14, 11/21/18

BOA/60 CENTRAL ST.
LEGAL NOTICE
NOTICE OF PUBLIC HEARING

Mr. Terigi Ciccone
60 Central St.
Southborough, MA 01772

The Board of Appeals of the Town of Southborough will hold a public hearing in the Thomas J. McAuliffe Hearing Room of the Southborough Town House, 17 Common Street on Wednesday, November 28, 2018 at 7:15PM with regard to the petition of Mr. Terigi Ciccone, 60 Central St., Southborough, MA 01772. The petitioner(s) is seeking a special permit to open medical office practice specializing in aesthetic and cosmetic medicine. The property is located in BV (Business Village) district. Relief requested is pursuant to section 174-8 C (2) "The Board of Appeals may, by special permit, allow several different uses if otherwise permitted in district." A copy of the application may be reviewed at the office of the Building Department located at 9 Cordaville Rd., Southborough MA, during normal business hours.

Craig Nicholson, Chairman

AD#13743714
MWDN 11/14, 11/21/18

ZBA 11/28/18 HEARINGS
LEGAL NOTICE
Zoning Board of Appeals
Wednesday, November 28, 2018 at 8:00PM

Sherborn Town Hall, Room 204A,
19 Washington Street

Notice is hereby given that the ZBA will hold a public hearing to consider the following petitions under the Sherborn Zoning By-Laws and to conduct such other business as may come before the Board.

#21817: Continuation of a petition of Igor Lybarsky for a Special Permit under Section 3.3 for living accommodations in a non-residential building at 24 North Main Street which is in a Business G district.

#21818: Petition of John Bogalia, SYRLYS Development LLC, for a Finding from Section 1.4.6 to construct a second floor addition to a pre-existing, non-conforming dwelling at 133 Woodland Street which is in a Residence B district.

Sherborn Board of Appeals
Richard S. Novak, Ronald J. Steffek,
Rodger L. Brown, Jonathan W. Fitch

AD#13745607
MWDN 11/14, 11/21/18

WELL FEE
LEGAL NOTICE
TOWN OF NATICK
BOARD OF HEALTH
AMENDMENTS TO BOARD OF HEALTH REGULATIONS

Under Massachusetts General Laws Chapter 111, Section 31, at their meeting of November 5, 2018, the Board of Health voted unanimously to amend the Board of Health Regulation Chapter 5 "Cesspools, Septic Tanks, Privy Vaults, Public Sewers and Water Supply" by removing the current Section 31.3 and replacing it as follows: Chapter 5 Section 31.3 Installation of wells for irrigation or industrial purposes must be performed by a Massachusetts registered well driller, after first obtaining a permit from the Board of Health. The fee for this permit shall be as established by the Natick Board of Health.

This notice may also be viewed at www.masspublicnotices.org

NATICK BOARD OF HEALTH

Donald J. Breda, PE, Chairman
Ian L. Wong, MSPH, Vice Chairman
Peter A. Dell'Colli, DMD, Clerk

AD#13748196
MWDN 11/21/2018

665 COCHITUATE ROAD, FRAMINGHAM
LEGAL NOTICE
NOTICE OF COMMUNITY OUTREACH MEETING
REGARDING ADULT-USE MARIJUANA ESTABLISHMENT
TEMESCAL WELLNESS OF MASSACHUSETTS

Notice is hereby given that the Temescal Wellness of Massachusetts ("Temescal Wellness") of 665 Cochituate Road, Framingham, Massachusetts will conduct a Community Outreach Meeting on the following matter on November 28, 2018 at the Framingham Elks Lodge, 450 Union Ave, Framingham, MA at 4:00 PM.

Temescal Wellness intends to apply for an Adult-Use Marijuana Retailer license at 665 Cochituate Road, Framingham, Massachusetts pursuant to M.G.L. Ch. 94C and Chapter 55 of the Acts of 2017, other applicable laws and regulations promulgated thereunder, including those promulgated under the Massachusetts Cannabis Control Commission. Community members will be permitted and are encouraged to ask questions and receive answers from representatives of Temescal Wellness.

Julia Germaine, Corp Dev Director
Temescal Wellness

AD#13748310
MWDN 11/21/18

notice to you, including the allowance of the account(s).

Additionally, within thirty days after said return day (or within such other time as the Court upon motion may order), you must file a written affidavit of objections stating the specific facts and grounds upon which each objection is based and a copy shall be served upon the Conservator pursuant to Rule 3 of the Supplemental Rules of the Probate & Family Court.

You have the right to send to the Conservator, by registered or certified mail, a written request to receive a copy of the Petition and account(s) at no cost to you.

IMPORTANT NOTICE
The outcome of this proceeding may limit or completely take away the above-named person's right to make decisions about personal affairs or financial affairs or both. The above-named person has the right to ask for a lawyer. Anyone may make this request on behalf of the above-named person. If the above-named person cannot afford a lawyer, one may be appointed at State expense.

WITNESS, Hon. Edward F. Donnelly, Jr., First Justice of this Court.

Date: November 07, 2018

Tara E. DeCristofaro
Register of Probate
AD#13747099
MWDN 11/21/18

22-24 MAIN STREET
LEGAL NOTICE OF
COMMUNITY OUTREACH MEETING
ON NOVEMBER 28, 2018
FOR MARIJUANA
ESTABLISHMENTS
PURSUANT TO 935 CMR 500.000

TO:
All Abutters to 22-24 Main Street Maynard, MA 01754, all residents within 300 feet of 22-24 Main Street Maynard, MA 01754, and other interested residents or parties.

FROM:
GreenStar Herbs, Inc.

SUBJECT OF COMMUNITY OUTREACH MEETING:
The information presented at the Community Outreach Meeting will include 1) that the type of Marijuana Establishment to be located at 22-24 Main Street Maynard, MA 01754 is a "Marijuana Retailer"; 2) information adequate to demonstrate that the location will be maintained securely, and steps to be taken by the applicant to prevent diversion to minors; 3) a plan by the applicant to positively impact the community; and 4) information adequate to demonstrate that the location will not constitute a nuisance.

GreenStar Herbs, Inc. will introduce the proposal, will solicit questions and comments from the public and will answer any such questions.

Date and time of Community Outreach Meeting:
November 29, 2018 at 6:00 pm

Location of Meeting:
Maynard Elks Lodge
34 Powder Mill Rd (upper hall)
Maynard, MA 01754

If you have any questions regarding the Community Outreach Meeting, please contact Joseph A. Giannino by phone at (617) 367-5847 or by email at josephgiannino@gmail.com

AD#13748794
MWDN 11/21/18

83 NICHOLAS ROAD, UNIT 83H
LEGAL NOTICE
NOTICE OF MORTGAGEE'S
SALE OF REAL ESTATE

By virtue and in execution of the Power of Sale contained in a certain mortgage given by Eugene Bumkin to

Contract No. PF 2018-028R
LEGAL ADVERTISEMENT
CITY HALL HEAT PUMP REPLACEMENT PROJECT

The City of Marlborough, the Awarding Works, by its Department of Public Works, invites bids from general contractors for the City Hall Heat Pump Replacement Project MA Contract No. PF 2018-028R, in accordance with the documents prepared by BLW Engineers, Inc. dated March 16, 2018 and October 03, 2018. The Project shall consist of replacement (in-kind) of existing water source heat pumps. Heat pumps shall include draining air condenser water pipe, disconnecting existing piping, power and duct as required, provide and install new programmable wall thermostat, fill condenser water system, chemical treatment, start-up and water and air balancing. Contractor is required to remove re-install all ceiling as required to replace existing heat pumps. Contractor is also required to remove and patch drywall as required to replace existing heat pumps as described in these Documents. The Project is funded in part by the removal and disposal of existing units, installation of new units including all associated work, and the start-up of the entire project. The Project is estimated to cost \$410,000. The Project is funded in part by the removal and disposal of existing units, installation of new units including all associated work, and the start-up of the entire project. The Project is estimated to cost \$410,000. The Project is funded in part by the removal and disposal of existing units, installation of new units including all associated work, and the start-up of the entire project. The Project is estimated to cost \$410,000.

Communities Competitive Grant: Construction participation MBE/WBE combined goal of (10.4%) applies to the Project. A construction period of 60-90 days is needed. General bidders must be certified by DCA/MW in the following category of work: HVAC and/or General Building Construction. All procurement procedures shall conform to M.G.L. c.149, §44A-L, and all bids are subject to minimum prevailing wage rates as required by M.G.L. c.149 §26-27H.

Sealed bids will be received until 10:00 A.M., December 21, 2018, at the Department of Public Works Facilities Division, 135 Neil Street, Marlborough, MA 01752. Bids for the above project (as listed below) will be received at the above address until 10:00 A.M., December 13, 2018, and shall be opened forthwith. **SUBTRADE: Electrical Work. Sealed bids are to be submitted to the Facilities Division and received no later than the date and time specified above and shall be clearly marked on the lower left corner of the envelope as Bid for City Hall Heat Pump, Contract #PF 2018-028R. General bids and sub-bids shall be accompanied by a bid deposit of not less than five (5%) percent of the bid amount (considering all alternates, if any), and made payable to the City of Marlborough. The Bid Package consisting of Bid Forms and Contract Documents will be available as of 10:00 A.M. on November 21, 2018 and must be obtained by following these instructions: Go to www.Projectdog.com and click "Sign Up" for free, or login with your existing account. Enter Project Code #20054 in the project locator box. Select "Acquire Documents" to download documents. You may review a hard copy at Projectdog's physical location at 18 Graf Rd., Suite 8, Newburyport, MA 01950, or request a free project CD.**

Questions regarding the website or project document distribution should be directed to Projectdog at (978) 499-9014. The Bid Package may also be examined, but not removed at the Facilities Division, 135 Neil Street, Marlborough, MA 01752. A pre-bid conference and on-site inspection of the existing building is scheduled for 10:00 A.M. on November 23, 2018 at City Hall, 140 Main Street, Marlborough, MA. Bidders are strongly encouraged to attend. Questions concerning the Bid Documents shall be submitted in writing at least 3 business days prior to receipt of bids to the attention of Denis Ingham, AIA in person, by mail, or by email to facilities@marlborough.ma.gov, in accordance with the provisions of applicable statutes, laws, rules, regulations, and ordinances, the City of Marlborough or the provision of services and all qualified contractors will be given an opportunity to be heard.

be made to Plan 839 of 1965."

The premises are to be sold subject to and with the benefit of all easements, restrictions, encroachments, building and zoning laws, liens, unpaid taxes, title taxes, water bills, municipal liens and assessments, rights of tenants and parties in possession, and attorney's fees and costs.

TERMS OF SALE:
A deposit of FIVE THOUSAND DOLLARS AND 00 CENTS (\$5,000.00) in the form of a certified check, bank treasurer's check or money order will be required to be delivered at or before the time the bid is offered. The successful bidder will be required to execute a Foreclosure Sale Agreement immediately after the close of the bidding. The balance of the purchase price shall be paid within thirty (30) days from the sale date in the form of a certified check, bank treasurer's check or money order satisfactory to Mortgagee's attorney. The Mortgagee reserves the right to bid at the sale, to reject any and all bids, to continue the sale and to amend the terms of the sale by written or oral announcement made before or during the foreclosure sale. If the sale is set aside for any reason, the Purchaser at the sale shall be entitled only to a return of the deposit paid. The purchaser shall have no further recourse against the Mortgagee, the Mortgagee of the Mortgagee's attorney. The description of the premises contained in said mortgage shall control in the event of an error in this publication. **TIME WILL BE OF THE ESSENCE.**

Other terms, if any, to be announced at the sale.

Wells Fargo Bank, N.A.

Present Holder of said Mortgage,
By its Attorney,
ORLANDO P.
PO Box 540540
Waltham, MA 02454
Phone: (781) 790-7800
17-007849

AD#13745108
MWDN 11/14, 11/21, 11/28/18

1500 WORCESTER RD. UNIT 618
LEGAL NOTICE
COMMONWEALTH OF MASSACHUSETTS
SALE OF REAL ESTATE
UNDER M.G.L. c. 183A:6

By virtue of a Judgment and Order of the Middlesex Superior Court (Civil Action No. 1781 CV 01457), in favor of the Trustees of the Chapel Hill East Condominium Trust against the Estate of Ida Cohen, et al., establishing a lien pursuant to M.G.L. c. 183A:6 on the real estate known as Unit 618 of the Chapel Hill East Condominium with a street address of 1500 Worcester Road, Framingham, Middlesex County, Massachusetts for the purposes of satisfying such lien, the real estate is scheduled for Public Auction commencing at 11:00 a.m. on December 13, 2018 at 1500 Worcester Road, Unit 618, Framingham, Massachusetts. The premises to be sold are more particularly described as follows:

DESCRIPTION:

Unit Number 618 (the "Unit") in the Chapel Hill East Condominium (the "Condominium"), located at 1500 Worcester Road, Framingham, Middlesex County, Massachusetts, which Condominium was created pursuant to M.G.L. Chapter 183A by the recording of a Master Deed (the "Master Deed") dated December 5, 2004, and recorded on December 7, 2004, with the Middlesex County South District Registry of Deeds ("Registry of Deeds") in Book 44251, Page 191.

Said Unit contains approximately 915 square feet and is shown on the floor plans of the Condominium recorded with the Master Deed and on the floor plan attached hereto to which is affixed the verified statement in the form required by said Chapter 183A.

Said Unit is hereby conveyed together with:

10. The sale is subject to and in accordance with the Judgment and Order, a copy of which may be obtained from the seller's counsel, Attorney Pamela M. Jonah, Marcus, Errico, Emmer & Brooks, P.C., 45 Brantree Hill Park, Suite 107, Brantree, MA 02184, (781) 843-5000.

CHAPEL HILL EAST CONDOMINIUM TRUST
By Its Board of Trustees

AD#13748830
MWDN 11/21, 11/28, 12/5/18

Looking
to Get
Fit This
Year?



NOTICE OF COMMUNITY OUTREACH MEETING
REGARDING ADULT-USE MARIJUANA ESTABLISHMENT
TEMESCAL WELLNESS OF MASSACHUSETTS
665 COCHITUATE ROAD, FRAMINGHAM

Notice is hereby given that the Temescal Wellness of Massachusetts ("Temescal Wellness") of 665 Cochituate Road, Framingham, Massachusetts will conduct a Community Outreach Meeting on the following matter on November 28, 2018 at the Framingham Elks Lodge, 450 Union Ave, Framingham, MA at 4:00 PM.

Temescal Wellness intends to apply for an Adult-Use Marijuana Retailer license at 665 Cochituate Road Framingham, Massachusetts pursuant to M.G.L. Ch. 94G and Chapter 55 of the Acts of 2017, other applicable laws and regulations promulgated thereunder, including those promulgated thereunder by the Massachusetts Cannabis Control Commission. Community members will be permitted and are encouraged to ask questions and receive answers from representatives of Temescal Wellness.

Julia Germaine, Corp Dev Director

Temescal Wellness

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, Edward T. Rebholz, Jr., (insert name) certify as an authorized representative of Tenascal Wellness of Massachusetts, LLC (insert name of applicant) that the applicant has executed a host community agreement with City of Framingham (insert name of host community) pursuant to G.L.c. 94G § 3(d) on May 13, 2019 (insert date).



Signature of Authorized Representative of Applicant

Host Community

I, Therese W. Keck III, (insert name) certify that I am the contracting authority or have been duly authorized by the contracting authority for CITY OF FRAMINGHAM (insert name of host community) to certify that the applicant and CITY OF FRAMINGHAM (insert name of host community) has executed a host community agreement pursuant to G.L.c. 94G § 3(d) on May 13, 2019 (insert date).

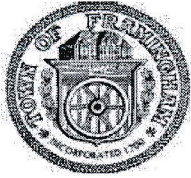


Signature of Contracting Authority or
Authorized Representative of Host Community



To: Cannabis Control Commission
From: Amanda Loomis, Planning Board Administrator
RE: Temescal Wellness, Community Outreach Meeting
Date: June 21, 2019

To the best of Framingham's knowledge Temescal Wellness ("the Applicant") has met its community meeting obligations with respect to the Framingham location at 665 Cochituate Road. The City has received confirmation from the Framingham Elks Club that the meeting was held on November 28, 2018 as advertised in the MetroWest Daily Newspaper (local newspaper of general circulation). Additionally, City Councilor Mike Rossi was in attendance at the Community Meeting.



Town of Framingham

Memorial Building, 150 Concord Street
Framingham, MA 01702
(508) 532 - 5415

CITY OF FRAMINGHAM MA
BOARD OF ASSESSORS

2018 MAR 23 AM 9:48

Board of Assessor's Stamp

REQUEST FOR ABUTTERS

Date of Request: 3/23/18

Property owner: TEMESCAL WELLNESS

Property location: 665 COCHITUATE ROAD

Parcel ID: MAP _____ BLOCK _____ LOT _____

Please Specify Radius: 300 FEET

Requesting Board/Department: _____

REQUESTER INFORMATION:

Name: Amy DiSciullo

Address: 44 CENTRAL ST APT 7
SOMERVILLE MA 02143

Phone: 617 939 1343

Email Address: AMY@TEMESCALWELLNESS.COM

***FEE: \$45.00 per list (per parcel), payment due at time of request. Check is payable to TOWN OF FRAMINGHAM.**

(* additional fee(s) may apply, if non-standard list is requested)

THE LIST IS VALID FOR 90 DAYS FROM CERTIFICATION DATE. BOARD OF ASSESSORS RESERVES 10 WORKING DAYS TO PROVIDE ALL CERTIFIED LISTS OF ABUTTERS.

PAID
CHK# 365
JRamos

Abutter 300ft
665 Cochituate Rd

ParcelID	Location	Owner	Co-Owner	Mailing Address	City	State	Zip
073-78-1793-000	COCHITUATE RD	MASSACHUSETTS TURNPIKE AUTHORITY		10 PARK PLAZA, SUITE 5170	BOSTON	MA	02116
083-67-9574-000	COCHITUATE RD	ROUSSEAU REALTY LLC	C/O RED ROOF INNS, INC TAX DEPT	605 S FRONT ST	COLUMBUS	OH	43215-5777
084-76-1688-000	COCHITUATE RD	FRAMINGHAM STORAGE, LLC		P.O. BOX 191	WAYZATA	MIN	55391
084-77-1076-000	COCHITUATE RD	CLAIRMONT REALTY, LLC		225 PROSPECT ST	BELMONT	MA	02478
084-77-2163-000	COCHITUATE RD	SHUMAN, DAVID M TR	DOMINIQUE RENEE REALTY TRUST C/O ERICON FINANCIAL, INC	665 COCHITUATE RD	FRAMINGHAM	MA	01701
084-77-2564-000	COCHITUATE RD	ROUSSEAU REALTY LLC		899 EDGELL RD	FRAMINGHAM	MA	01701
084-77-3149-000	COCHITUATE RD	CLARK TR, KAREN	689 COCHITUATE ROAD RLTY TRUST	28 ATLANTIC AVE UNIT 437	BOSTON	MA	02110
084-77-4289-000	COCHITUATE RD	PHILIP HAUGHEY TR	QUESTAS REALTY TRUST	1660 SOLDIERS FIELD RD	BOSTON	MA	02135
084-77-4554-000	COCHITUATE RD	ROUSSEAU, CHARLES F ETAL TRS	A J ROUSSEAU REALTY TRUST NO 1 C/O EXXONMOBIL PROPERTY TAX DEPT	15 NORTHEAST INDUSTRIAL RD TAX DEPT	BRADFORD	CT	06405

THIS IS A CERTIFIED ABUTTERS LIST FROM THE TOWN OF FRAMINGHAM. WE CERTIFY
THAT ALL THE NAMES AND ADDRESSES OF ALL PROPERTY OWNERS ARE ACCURATE TO
THE BEST OF OUR KNOWLEDGE.



J. Ramos 3/23/18
Office of the Board of Assessors Date



11/19/18

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, Ted Rebholz, (*insert name*) attest as an authorized representative of Temescal Wellness of Massachusetts (*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 November 28, 2018 (*insert date*).
2. A copy of a notice of the time, place, and subject matter of the meeting, including the proposed address of the Marijuana Establishment, was published in a newspaper of general circulation in the city or town on November 21, 2018 (*insert date*), which was at least seven calendar days prior to the meeting. A copy of the newspaper notice is attached as Attachment A (*please clearly label the newspaper notice in the upper right hand corner as Attachment A and upload it as part of this document*).
3. A copy of the meeting notice was also filed on November 19, 2018 (*insert date*) with the city or town clerk, the planning board, the contracting authority for the municipality, and local licensing authority for the adult use of marijuana, if applicable. A copy of the municipal notice is attached as Attachment B (*please clearly label the municipal notice in the upper right-hand corner as Attachment B and upload it as part of this document*).
4. Notice of the time, place and subject matter of the meeting, including the proposed address of the Marijuana Establishment, was mailed on November 19, 2018 (*insert date*), which was at least seven calendar days prior to the community outreach meeting to abutters of the proposed address of the Marijuana Establishment, and residents within 300 feet of the property line of the petitioner as they appear on the most recent applicable tax list, notwithstanding that the land of any such owner is located in another city or town. A copy of one of the notices sent to abutters and parties of interest as described in this section is attached as Attachment C (*please clearly label the municipal notice in the upper right hand corner as Attachment C and upload it as part of this document; please only include a copy of one notice and please black out the name and the address of the addressee*).

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



Plan to remain compliant with local zoning

The table below summarizes additional municipal licenses or permits required for the co-location of adult-use marijuana establishment operations with existing, approved medical marijuana operations.

Temescal Wellness is in regular communication with municipal stakeholders; has determined requirements to ensure locally compliant co-location of medical and adult-use marijuana operations; and has commenced each available licensing or permitting effort.

In June 2019, Temescal confirmed with Framingham Board of Health that its local health permit and agent registration applications will be made available to Temescal shortly. Temescal currently operates under equivalent permits as the city's only RMD. Temescal has already received site plan approval by the Planning Board, and will coordinate opening plans with Framingham Police Department as stipulated by site plan approval and host community agreement terms.

Adult-Use (AU) Marijuana Licensing: Local Compliance Requirements			
Co-Located Facility	Health/Food Board Permit	Planning Board	Local Agent Registration
Framingham (Retail)	Application available upon final CCC licensure	DONE: Site Plan Approval	Application available upon final CCC licensure



I attest that as of November 11th, 2020 no representatives from the City of Framingham have provided records of any Host Community costs. The municipality was informed that we would accept this data after the fact and forward to the Commission accordingly. The correspondence can be found attached below this attestation.

Signature: Kasey Corson

Name (Printed), Title: Kasey Corson, Compliance Director

Date: 11/11/2020



Kasey Corson <kasey@temescalwellness.com>

Temescal Wellness Adult-Use License Renewal

1 message

Kasey Corson <kasey@temescalwellness.com>

Thu, Nov 5, 2020 at 3:58 PM

To: tkezer@framinghamma.gov

Cc: Crystalyn Adams <crystalyn@temescalwellness.com>, Linda Katz <linda@temescalwellness.com>

Hello,

We are required as part of the renewal of our Marijuana Establishment Retailer Adult-Use Renewal with the Cannabis Control Commission to request records of any costs to the City of Framingham from 7/3/20-present reasonably related to the operation of our adult-use establishments located at 665 Cochituate Road. This may include anticipated or actual expenses of the city resulting from our operations. Please note, this is exclusive to our adult-use operations, as much as possible please do not include costs incurred from the medical side of our business. We would appreciate it if you could provide this documentation by Tuesday November 10, to ensure its inclusion in our renewal package to the Cannabis Control Commission, however we will certainly take this information after the fact and forward it to the Commission as a later addendum to our renewal application.

If you have any questions related to this request, please let me know.

Thank you,

Kasey Corson
Compliance Director
Temescal Wellness
603-491-1975
kasey@temescalwellness.com

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***CONFIDENTIALITY NOTICE:** The contents of this email message and any attachments are intended solely for the intended recipient(s) and may contain confidential and/or privileged information and may be legally protected from disclosure. If you are not the intended recipient of this message, or if this message has been addressed to you in error, please immediately alert the sender by reply email and then permanently delete this message and any attachments. If you are not the intended recipient, you are hereby notified that any use, dissemination, copying, or storage of this message or its attachments is strictly prohibited. **CANNABIS DISCLOSURE:** Temescal Wellness conducts its activities under applicable state laws and regulations relating to legal cannabis. Nothing contained herein, nor any of our activities or services are intended to violate any applicable law.*

The applicant 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; and 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.

Goal #1 — Actively recruit for jobs and give hiring preference to individuals from the disproportionately impacted areas of Pittsfield and Worcester. Progress or success of the plan will be documented upon renewal (one year from provisional licensure, and each year thereafter).

- Program: Produce or participate in job fairs that advertise to individuals from disproportionately impact areas
- Metric: One (1) job fair per year
- Data source: Accounting, compliance, HR records; marketing calendar
- Qualitative metric: Temescal should expect, over time, to interview more, more-diverse and better-prepared candidates residing in the cities of Worcester and Pittsfield.

Goal #2 — Support existing non-profits and charities whose activities positively impact disproportionately impacted areas. Progress or success of the plan will be documented upon renewal (one year from provisional licensure, and each year thereafter).

- Program 1: Fresh Start Furniture Bank serves 20 of 29 disproportionate impact areas
- Program 2: Friendly House provides educational, social and family betterment for the residents of Worcester.
- Metric: Donate at least \$5,000 per year across at least two programs
- Data source: Accounting records; marketing calendar; census data including income
- Qualitative metric: Temescal should expect, over time, to see quality-of-life improvements in the cities of Worcester and Pittsfield, resulting in part from direct and indirect impacts of the cannabis industry.

Goal #3 — Support and partner with cannabis businesses and owners in disproportionately impacted areas. Progress or success of the plan will be documented upon renewal (one year from provisional licensure, and each year thereafter).

- Program: Leverage community outreach and corporate development activities, e.g., participation in chambers of commerce and Cannabis Control Commission Social Equity Program, to network and pursue business partnerships with businesses/owners in disproportionately impacted areas.
- Metric: four (4) meaningful introductions per year
- Data source: Accounting records; corporate development/wholesale calendars; CNB data
- Qualitative metric: Temescal should expect, over time, to participate in the development of an increasingly diversified (with regard to ownership and controlling interest) cannabis consumer packaged goods production, distribution and retail sales industry in Worcester and Pittsfield, as well as statewide.

**LIMITED LIABILITY COMPANY
OPERATING AGREEMENT
OF
TEMESCAL WELLNESS OF MASSACHUSETTS, LLC**

THIS LIMITED LIABILITY COMPANY OPERATING AGREEMENT (the "Agreement") of Temescal Wellness of Massachusetts, LLC, a Massachusetts limited liability company with a place of business located at 307 Ferry Street, Marshfield, Massachusetts 02050 (the "Company") is made as of this 7th day of December, 2018, by and between the Company and Temescal Wellness of Massachusetts Holdings, LLC, a Massachusetts limited liability company with an address of 307 Ferry Street, Marshfield, Massachusetts 02050 (the "Member"), as well as each other Person hereafter admitted as a Member pursuant to the terms of this Agreement. Certain capitalized terms used herein are defined in Section 5.

WITNESSETH:

WHEREAS, the Company has been formed as a limited liability company under the Massachusetts Limited Liability Act (the "Act") by the filing of a Certificate of Conversion and a Certificate of Organization in the office of the Secretary of State of the Commonwealth of Massachusetts on December 7 2018, converting Temescal Wellness of Massachusetts, Inc., a Massachusetts business corporation (the "Corporation"), into the Company as of December 7 2018, (the "Certificates"); and

WHEREAS, the Company, the Manager and the Member wish to fully set forth the rights, duties and obligations of the Member and the Manager with respect to the Company and its business, management and operations; and

WHEREAS, the Member is the sole Member of the Company; and

WHEREAS, the Member has determined that the internal governance of the Company shall be governed by the terms and conditions set forth in this Agreement, consistent with Chapter 156C of the Massachusetts General Laws, as the same may be amended from time to time (the "Act").

NOW, THEREFORE, in consideration of the mutual promises made herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

TERMS:

NOW, THEREFORE, desiring to establish and memorialize the procedures and policies by which the Company is to operate, the Member hereby states such procedures and policies as follows:

1. Formation, Name and Operation. The Member is the sole Member of the limited liability company known as Temescal Wellness of Massachusetts, LLC and shall operate the

Company pursuant to the provisions of the Act and this Agreement. The Member intends that the Company shall be treated as a disregarded entity for federal and, if applicable, state or local income tax purposes, and the Company and the Member shall file all tax returns and shall otherwise take all tax and financial reporting positions in a manner consistent with such treatment.

2. Principal Office and Registered Agent. The principal office of the Company shall be located at such place as the Manager may from time to time designate. The principal office of the Company is set forth in the Certificates, as may be amended. The Company may have such other offices as the Manager may from time to time designate.
3. Purposes. The purposes for which the Company is formed are set forth in the Certificates, as may be amended.
4. Term. The Company shall commence existence as of the filing of the Certificate of Organization with the Massachusetts Secretary of the Commonwealth and shall continue thereafter until any of the following events occur: (a) a decision by the Member to dissolve the Company and wind up its affairs; (b) any consolidation or merger of the LLC with or into any entity following which the Company is not the resulting or surviving entity; (c) the sale or other disposition of all or substantially all of the assets of the Company, unless the disposition is a transfer of assets of the Company in return for consideration other than cash and the Manager determine not to distribute any such non-cash items to the Member or unless the Manager determines that the continuation of the Company is in the best interests of the Company; or (d) upon the occurrence of an event specified under the laws of the Commonwealth of Massachusetts as one effecting dissolution of the Company for a reason other than the failure to file an annual report, except that where, under the terms of this Agreement or the Act, the Company is not to terminate, then the Company shall immediately be reconstituted and reformed on all the applicable terms, conditions and provisions of this Agreement.
5. Members, Capital Contributions and Percentage of Interest.
 - 5.1 The ownership interest of the Member in the Company shall be represented by membership units ("Units") and may be reflected by a certificate issued by the Company denoting the number of Units owned by the Member. The Company is hereby authorized to issue one thousand (1,000) Units, which authorized number may be increased at any time upon an affirmative decision of the Member. For the purposes hereof, the term "Percentage of Interest" as it relates to the Member or any subsequent Members shall mean the percentage equivalent to a fraction, the numerator of which is the number of Units owned by such Member and the denominator of which is the total number of Units then-outstanding.
 - 5.2 Subject to Section 5.5 hereof, the following Member shall be the only Member of the Company and the number of Units and Percentage of Interest owned by such Member is as follows:

<u>Name</u>	<u>Number of Units</u>	<u>Percentage of Interest</u>
-------------	------------------------	-------------------------------

- 5.3 Upon execution of this Agreement, the Member shall make the capital contribution as set forth on Exhibit A (the "Capital Contribution"), attached hereto and herein incorporated by reference and the Capital Contribution shall have the value attributed to it on Exhibit A. In addition, the Member may, but shall not be required to, make additional Capital Contributions from time to time as such Member shall determine in its sole and absolute discretion.
- 5.4 No Member shall be liable under a judgment, decree or order of a court, or in any other manner, for any debt, obligation or liability of the Company. Additionally, no Member shall be required to lend any funds to the Company, or to pay any contributions, assessments or payments to the Company, except the Capital Contribution provided for in Section 5.3 hereof.
- 5.5 Additional parties may become parties to this Agreement and Members of the Company by receiving Units in exchange for a Capital Contribution only upon the affirmative decision by the Member and upon the amendment of this Agreement to provide for additional Members.
6. Restrictions on the Member.
- 6.1 General Restrictions. The Member shall not: (a) sell, exchange, issue, redeem, distribute, encumber, hypothecate, gift, assign, transfer, mortgage, pledge or otherwise transfer, dispose or alienate in any way (whether voluntarily, involuntarily or by operation of law) (collectively, "Transfer") any interest in any Units in the Company, or (b) admit new Members to the Company, unless an amendment of this Agreement is entered into to provide for the new Member or Members.
- 6.2 Notwithstanding any other provision of this Agreement, a Transfer of any interest in any Units in the Company shall only be effective if the Transfer is made in compliance with Section 5.5 and this Section 6.
7. Management.
- 7.1 The ordinary and usual decisions concerning the business affairs of the Company shall be made solely by the Manager unless otherwise required by applicable law or by this Agreement. There shall initially be one (1) Manager of the Company, as identified on Exhibit A. The Manager shall continue to serve in his role as Manager until his death, resignation or replacement, which replacement must be approved by the Member.
- 7.2 Subject to Section 8.3 hereof, and except for situations in which the approval of the Member is required by non-waivable provisions of the Act or other applicable

Massachusetts law, the Manager shall have the full power to manage and operate the business of the Company, to take all actions related thereto and to execute, for and on behalf of the Company, any and all documents and instruments which would be necessary or desirable to carry on the business of the Company. No person dealing with the Manager need inquire concerning the validity or propriety of any document or instrument executed in the name of the Company by the Manager, or as to the authority of the Manager executing the same. The execution by the Manager of any such document or instrument prior to the execution hereof is expressly ratified and confirmed.

- 7.3 Only the Manager shall have the authority to bind the Company. No Member shall take any action to bind the Company.
- 7.4 The Manager, or any agent or entity appointed by the Manager in his sole discretion, shall have physical possession of the books and records of the Company, shall give such notices, reports and advice to the Member as may, from time to time, be required or deemed advisable and shall perform the necessary ministerial functions of the Company.
- 7.5 Unless the Act or this Agreement provide otherwise, action required or permitted by the Act to be taken by the Manager may be taken without a meeting if the action is evidenced by a written consent describing the action taken, signed by the Manager. Action taken pursuant to this Section 7.5 is effective as of the date that the Manager signed the consent, unless the consent specifies a different effective date.

8. Meetings of the Member; Member Approval Requirements.

- 8.1 Meeting Not Required. Unless specifically required by the Act or this Agreement, no meeting of the sole Member need occur.
- 8.2 Action by Member Without Meeting. Unless the Act or this Agreement provides otherwise, action required or permitted by the Act to be taken by the Member may be taken without a meeting if the action is evidenced by a written consent describing the action taken, signed by the Member. Action taken pursuant to this Section 8.2 is effective as of the date that the Member signed the consent, unless the consent specifies a different effective date.
- 8.3 Member Approval Requirements. In addition to those actions requiring the Member's consent as otherwise provided in this Agreement, the following actions shall require the consent of the Member:
 - (a) selling all or substantially all of the assets of the Company outside the ordinary course of business of the Company;
 - (b) merging with or acquiring another business entity;
 - (c) converting the Company to any other type of entity;

- (d) any transaction for which a Manager has a conflict of interest pursuant to Massachusetts law.

9. Allocations and Distributions.

- 9.1 Allocations. All items of income, gain, loss, deduction and credit of the Company shall be allocated to the Member as the sole member of the Company and the Company shall be treated as a single member limited liability company (disregarded entity) for federal tax reporting purposes. In the event that additional Members are admitted to the Company, which admittance requires an amendment to this Agreement, except as may be required by Section 704(b) of the Internal Revenue Code of 1986 and any successor statute, as amended from time to time (the "Code") and the regulations thereunder, all items of income, gain, loss, deduction and credit of the Company shall be allocated among the Members in accordance with their respective Percentage of Interest. All items of income, gain, loss, deduction and credit allocated to any Member that may have been transferred shall be allocated between the transferor and the transferee based on the portion of the calendar year during which each was recognized as owning that Percentage of Interest without regard to the results of Company operations during any particular portion of that calendar year and without regard to whether cash distributions were made to the transferor or the transferee during that calendar year; provided, however, that this allocation must be made in accordance with the method permissible under Section 706 of the Code and the regulations thereunder.
- 9.2 Distributions. From time to time the Manager shall determine in his reasonable judgment to what extent (if any) the Company's cash on hand exceeds its current and anticipated needs including, without limitation, for operating expenses, debt service, acquisition, and a reasonable contingency reserve. If such an excess exists, then the Manager may, in his sole and absolute discretion, cause the Company to distribute to the Member(s) an amount in cash equal to that excess.

10. Termination and Dissolution of the Company.

- 10.1 Dissolution. The Company shall be dissolved and its affairs wound up upon:

- (a) The sale or other disposition of all or substantially all of the assets of the Company, unless the disposition is a transfer of assets of the Company in return for consideration other than cash and the Manager determines not to distribute any such non-cash items to the Member or unless the Manager determine that the continuation of the Company is in the best interests of the Company;
- (b) The election to dissolve the Company made in writing by the Manager with the written consent of the Member;
- (c) Any consolidation or merger of the Company with or into any entity following which the Company is not the resulting or surviving entity; or

(d) Any transfer pursuant to Section 6.1 hereof.

10.2 Trustee. Upon dissolution of the Company, the Manager shall act as "Liquidating Trustee."

10.3 Liquidation. As soon as possible after a dissolution of the Company becomes effective, the Liquidating Trustee shall wind up the Company's business and affairs. In settling accounts after dissolution, the assets of the Company shall be distributed as follows:

- (a) To creditors, including the Member who may be a creditor to the extent otherwise permitted by law, in satisfaction of liabilities of the Company;
- (b) Except as provided in this Agreement, to the Member or Manager of the Company in satisfaction of then existing liabilities for compensation or distribution; and
- (c) Except as provided in this Agreement, to the Member of the Company.

10.4 Termination. Upon completion of the distribution of the Company's assets as provided in this Section 10, the Company shall be terminated, and the Liquidating Trustee in charge of winding-up the Company's business shall cause the filing of a Certificate of Cancellation pursuant to the Act and shall take all such other actions as may be necessary to terminate the Company in compliance with the Act and the laws of the Commonwealth of Massachusetts.

10.5 Claims of the Member. The Member shall look solely to the Company's assets for distribution upon liquidation and termination of the Company.

11. Books and Records. Adequate accounting records of all Company business shall be kept by the Manager and shall be open to inspection by the Member at all reasonable times.

12. Bank Accounts. All funds of the Company shall be deposited in Company checking or other bank accounts, subject to such authorized signatures as the Manager may determine.

13. Liability of Member and Manager. To the fullest extent now or hereafter permitted by law, no Member or Manager of the Company shall be personally liable, responsible or accountable to the Company for any act or omission performed or omitted by it or him except for acts of gross negligence or intentional wrongdoing. No amendment or repeal of this Section 13 shall affect on any right or protection of any Member or Manager which arose or vested prior to such amendment or repeal.

14. Title Waiver of Member and Manager Duties. To the fullest extent now or hereafter permitted by law, no Member or Manager of the Company shall owe the Company or its Member any duty of care or duty of loyalty.

15. Indemnification. To the fullest extent now or hereafter permitted by law, the Company shall indemnify any individual or entity made a party to a proceeding because she or he is or was a Member or Manager of the Company, against liability incurred in the proceeding. No amendment or repeal of this Section 15 shall affect any right or protection of any Member or Manager pursuant to this Section 15 which arose or vested prior to such amendment or repeal.
16. Miscellaneous.
- 16.1 Other Business of Member. Nothing contained herein shall be construed as preventing the Member or the Manager from engaging in any other business activity.
- 16.2 Binding Provisions. The covenants and agreements contained in this Agreement shall be binding upon the heirs, personal representatives, successors and assigns of the Member.
- 16.3 Separability of Provisions. Each provision of this Agreement shall be considered separable and if for any reason any provision or provisions hereof are determined to be invalid and contrary to any existing or future law, then such invalidity shall not impair the operation of or affect those portions of this Agreement that are valid.
- 16.4 Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts.
- 16.5 Rights of Creditors and Third Parties. This Agreement is entered into between the Company, the Manager and the Member for the exclusive benefit of the Company, its Member and their respective successors and assigns. This Agreement is expressly not intended for the benefit of any creditor of the Company or its Member or any other person or entity. No such creditor or third party shall have any rights under this Agreement with respect to the Company, its Manager, its Member, any Capital Contribution or otherwise.
- 16.6 Entire Agreement; Amendment. This Agreement, including Exhibit A attached hereto, constitutes the entire understanding and agreement among the parties with respect to the subject matter of this Agreement, and supersedes all prior and contemporaneous agreements and understandings, express or implied, oral or written. Except as otherwise set forth herein, this Agreement may not be amended or modified except with the written consent of the Member.

[Signature Page Follows]

The parties have executed this Limited Liability Company Operating Agreement as of the date first above written.

TEMESCAL WELLNESS OF
MASSACHUSETTS, LLC (the "Company")

Witness

By:

Edward ("Ted") T. Rebholz, Jr., Manager

Witness

Edward ("Ted") T. Rebholz, Jr., Manager

TEMESCAL WELLNESS OF
MASSACHUSETTS HOLDINGS, LLC
(the "Member")

Witness

By:

Edward ("Ted") T. Rebholz, Jr., Manager

EXHIBIT A

MANAGER

Edward ("Ted") T. Rebholz, Jr.
307 Ferry Street
Marshfield, MA 02050

MEMBER

<u>Name</u>	<u>Capital Contribution</u>	<u>No. of Membership Units</u>	<u>Percentage Interest</u>
Temescal Wellness of Massachusetts Holdings, LLC	\$ <u>See Company Records</u>	100	100%



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

William Francis Galvin
Secretary of the
Commonwealth

May 10, 2019

TO WHOM IT MAY CONCERN:

I hereby certify that a certificate of organization of a Limited Liability Company was filed in this office by

TEMESCAL WELLNESS OF MASSACHUSETTS, LLC

in accordance with the provisions of Massachusetts General Laws Chapter 156C on **December 7, 2018.**

I further certify that said Limited Liability Company has filed all annual reports due and paid all fees with respect to such reports; that said Limited Liability Company has not filed a certificate of cancellation or withdrawal; and that said Limited Liability Company is in good standing with this office.

I also certify that the names of all managers listed in the most recent filing are:
EDWARD T. REBHOLZ JR.

I further certify, the names of all persons authorized to execute documents filed with this office and listed in the most recent filing are: **EDWARD T. REBHOLZ JR.**

The names of all persons authorized to act with respect to real property listed in the most recent filing are: **EDWARD T. REBHOLZ JR.**



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

D

The Commonwealth of Massachusetts

William Francis Galvin

Secretary of the Commonwealth

One Ashburton Place, Room 1717, Boston, Massachusetts 02108-1512

Limited Liability Company

Certificate of Organization

(General Laws Chapter 156C, Section 12)

Federal Identification No.: _____

- (1) The exact name of the limited liability company:

Temescal Wellness of Massachusetts, LLC

- (2) The street address of the office in the commonwealth at which its records will be maintained:

307 Ferry Street, Marshfield, MA 02050

- (3) The general character of the business:

The company is organized for the purposes of transacting business as a Medical Marijuana Treatment Center with the Department of Public Health in accordance with 105 CMR 725.004, and the company may, as permitted by law, engage in any and all activities in furtherance of, related to, or incidental to these purposes which may lawfully be carried on by a company formed under Chapter 156C of the General Laws of Massachusetts.

- (4) Latest date of dissolution, if specified: _____

- (5) The name and street address, of the resident agent in the commonwealth:

NAME

ADDRESS

Precision Corporate Services, Inc.

44 School Street, Suite 325
Boston, MA 02108

- (6) The name and business address, if different from office location, of each manager, if any:

NAME

ADDRESS

Edward ("Ted") T. Rebholz Jr.

307 Ferry Street, Marshfield, MA 02050

- (7) The name and business address, if different from office location, of each person in addition to manager(s) authorized to execute documents filed with the Corporations Division, and at least one person shall be named if there are no managers:

NAME

Edward ("Ted") T. Rebholz Jr.

ADDRESS

307 Ferry Street, Marshfield, MA 02050

- (8) The name and business address, if different from office location, of each person authorized to execute, acknowledge, deliver and record any recordable instrument purporting to affect an interest in real property recorded with a registry of deeds or district office of the land court:

NAME

Edward ("Ted") T. Rebholz Jr.

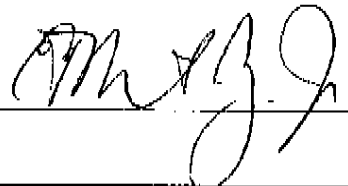
ADDRESS

307 Ferry Street, Marshfield, MA 02050

- (9) Additional matters:

See Continuation Sheet.

Signed by (by at least one authorized signatory):



Consent of resident agent:

I Precision Corporate Services, Inc.

resident agent of the above limited liability company, consent to my appointment as resident agent pursuant to G.L. c. 156C § 12*

*or attach resident agent's consent hereto.

Temescal Wellness of Massachusetts, LLC
Certificate of Organization

Article IX: Other Provisions

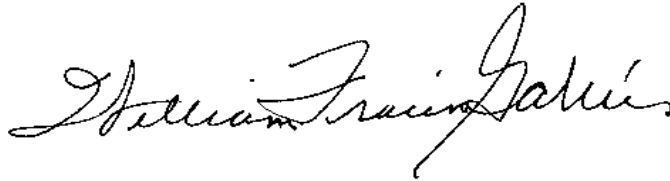
- (a) Meetings of the members of the Company may be held anywhere in the United States.
- (b) The Company may be a partner in any business enterprise which the Company would have the power to conduct itself to the maximum extent permitted by law.
- (c) The manager(s) may make, amend or repeal the limited liability company operating agreement in whole or in part, except with respect to any provisions thereof which applicable law or the limited liability company operating agreement, as may be amended or restated, require action by the members.
- (d) To the fullest extent now or hereafter permitted by law, a manager or officer of the Company shall not be personally liable to the Company or its members for monetary damages for any action or failure to take any action as a manager or officer. If the Massachusetts Limited Liability Company Act or any other law of the Commonwealth of Massachusetts is amended after approval by the members of this Article IX(d) to authorize limited liability company action further eliminating or limiting the personal liability of managers or officers, then the liability of a manager or officer of the Company shall be eliminated or limited to the fullest extent permitted by the Massachusetts Limited Liability Company Act or such other law of the Commonwealth of Massachusetts as so amended. This Article IX(d) constitutes a contract between the Company and the indemnified officers and managers. Any repeal or modification of the foregoing provisions of this Article IX(d) by the members of the Company shall not adversely affect any right or protection of a manager or officer of the Company existing at the time of, or increase the liability of any manager or officer of the Company with respect to any acts or omissions of such manager or officer occurring prior to, such amendment, repeal or modification.
- (e) To the fullest extent now or hereafter permitted by law, the Company shall indemnify, defend and hold harmless any individual made a party to a proceeding because he or she is or was a manager or officer of the Company, against liability incurred in the proceeding including, without limitation, all expenses, liabilities, counsel fees, judgments, fines, excise taxes, penalties and settlement payments, reasonably incurred by or imposed upon such person in connection with any threatened, pending or completed action, suit or proceeding in which he or she may become involved by reason of his or her service in such capacity; provided that no indemnification shall be provided for any such person with respect to any matter as to which he or she shall have been finally adjudicated in any proceeding not to have acted in good faith in the reasonable belief that such action was in the best interests of the Company or that his or her conduct was at least not opposed to the best interests of the Company; and further provided that any compromise or settlement payment shall be approved by a majority vote of a quorum of managers who are not at that time parties to the proceeding, and to the extent there are no managers who are not at that time parties to the proceeding, then by a majority vote of the members of the Company. The indemnification provided hereunder shall inure to the benefit of the heirs, executors and administrators of persons entitled to indemnification hereunder. The right of indemnification under this Article shall be in addition to and not exclusive of

all other rights to which any person may be entitled. This Article constitutes a contract between the Company and the indemnified officers and managers. Any repeal or modification of the foregoing provisions of this Article IX(e) by the members of the Company shall not adversely affect any right or protection of a manager or officer of the Company existing at the time of, or increase the liability of any manager or officer of the Company with respect to any acts or omissions of such manager or officer occurring prior to, such amendment, repeal or modification.

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:

December 07, 2018 04:28 PM

A handwritten signature in black ink, reading "William Francis Galvin". The signature is written in a cursive style with a large, stylized initial 'W'.

WILLIAM FRANCIS GALVIN

Secretary of the Commonwealth



mass.gov/dor

CERTIFICATE OF GOOD STANDING AND/OR TAX COMPLIANCE



ACCOUNTING, TEMESCAL WELLNESS
TEMESCAL WELLNESS OF MASSACHUSETT
665 COCHITUATE RD FL 2
FRAMINGHAM MA 01701-4643

Why did I receive this notice?

The Commissioner of Revenue certifies that, as of the date of this certificate, TEMESCAL WELLNESS OF MASSACHUSETTS, LLC 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

Separating recreational from medical operations, if applicable

Temescal Wellness of Massachusetts (“Temescal Wellness” or “Temescal”) separates medical marijuana and adult-use cannabis operations by revising its existing policies and procedures especially those relating to (1) age and access restrictions, (2) production planning and inventory management, including packaging/labeling and storage protocol, (3) point-of-sale transactions and (4) recordkeeping. Revisions ensure operational compliance with requirements of all local and state law and regulation, including especially 935 CMR 500, 501 and 502. Temescal has successfully demonstrated its ability to separate medical and adult-use operations through existing co-located operations in Hudson, Pittsfield, and Framingham.

Temescal Wellness is a proven operator of state-permitted, vertically integrated cannabis companies, serving patients since 2016 in New Hampshire and since June 2018 in Massachusetts. As of July 2020, Temescal operates three Registered Marijuana Dispensary (RMD) licenses, and operates co-located adult-use marijuana licenses at its cultivation and product manufacturing in Worcester, and retail dispensaries in Hudson, Pittsfield, and Framingham.

Relating to age and access restrictions, Temescal separates medical and adult-use cannabis sales by following separate procedures for admitting patients or consumers, respectively, onto the dispensary site and into the facility. As stated on physical signage outside the facility, medical patients must show a valid Patient ID issued by CCC to a video intercom for admittance through the front door and into a secure vestibule; and adult-use consumers must show a valid government-issued ID for admittance.

Doors comprising the secure vestibule are remotely controlled by the assigned Agent performing ID validation and checking-in patients/consumers, and the entire site and facility are under high-definition surveillance in compliance with all regulations. No individual may enter the facility who is not at least 21 years old and in possession of a valid government issued ID; no individual under the age of 21 may enter the facility without a valid Patient ID and if under the age of 18, without a registered caregiver possessing a valid Caregiver ID.

No medical marijuana patient may purchase medical marijuana without a valid Patient ID and valid government-issued ID, or an amount of medical marijuana in excess of the purchase limit reported in Virtual Gateway. No adult-use consumer may purchase products from Temescal’s medical marijuana inventory, or purchase an amount of product from Temescal’s adult-use cannabis inventory in excess of one ounce (or five grams of concentrate) per transaction, per 935 CMR 500.140(4).

Once in the secure vestibule, patients must provide the valid Patient ID and a second valid government-issued ID for physical inspection by a trained Agent, after which point the Agent verifies patient purchase limit and certification/registration information in the Virtual Gateway. All first-time patients are required to sign an attestation acknowledging rights and regulations, including penalties for diversion. Any registered patient under the age of 18 must be accompanied by a registered caregiver for admission into the facility. Following Virtual Gateway verification, patients are checked into a HIPAA-compliant virtual queue for point-of-sale, and are admitted into the sales floor, where sales are conducted in compliance with all regulations.

Once in the secure vestibule, adult-use consumers must provide the valid government-issued ID for physical inspection by a trained Agent using an industry-standard ID scanner/reader (ID Science). All first-time consumers are required to sign an attestation acknowledging rights and regulations, including penalties for diversion. These attestations are securely stored internally as confidential information, according to Temescal policies and procedures and in compliance with applicable laws and regulations including those related to inspection. Upon ID validation, consumers are then checked into the HIPAA-compliant virtual queue and are admitted into the sale floor, where sales are conducted in compliance with all regulations.

On the sales floor, Temescal physically separates, using stanchions and instructional signage, those point-of-sale stations designated for medical and adult-use sales areas; medical patients are not limited to the medical point-of-sale stations. Temescal's dispensing protocol requires the individual ushering by a Sales Agent of patients or consumers from waiting areas to the specific point-of-sale station assigned to that Agent and accessible to the patient or consumer, which will ensure a compliant and personalized patient and consumer point-of-sale transaction.

Relating to production planning and inventory management, Temescal separates medical and adult use cannabis sales with separate, distinct packaging/labeling and storage of medical and adult-use products. Products are easily identifiable as either medical or adult-use (e.g., "flagged" labels in a vibrant color). Only sale-ready medical or adult-use cannabis products are received to Temescal dispensaries: sealed in tamper-evident, certified child-resistant packaging with compliant labels, and pre-sorted into separate, clearly labeled medical or adult-use inventory storage containers.

Temescal virtually separates medical and adult-use inventory in inventory management software (METRC) starting at the production stage and continuing uninterrupted through the point-of-sale software (Green Bits). Physically, inventory is stocked into separate, easily identifiable shelving and storage units designated for medical and adult-use products.

Relating to point-of-sale transactions, Temescal separates medical and adult use cannabis sales by (1) serving the patient or consumer at the compliant point-of-sale station, designated during check-in in the secure vestibule, and (2) using Green Bits functionality to designate a transaction as either medical or adult-use before commencing the transaction. A medical patient may not purchase medical and adult-use cannabis within the same transaction, and the sales-type designation is required before entering the sales floor to ensure the patient or consumer is purchasing compliant inventory.

Relating to recordkeeping, Temescal ensures transaction compliance by following separate transaction and recordkeeping policies and procedures for medical and adult-use sales in compliance with all applicable rules and regulations, including especially 935 CMR 500.105(8) and (9). For example, prior to completing a medical transaction in point-of-sale software, transaction data must be entered in Virtual Gateway to ensure patient purchase records are live-updated.

For all transactions, Temescal complies with 830 CMR 62C.25.1: Record Retention and DOR Directive 16-1 regarding recordkeeping requirements, and adopted separate accounting practices at the point-of-sale for marijuana and marijuana product sales, and non-marijuana sales. Temescal will maintain and provide to the Commission sales data collected by the licensee during the six months for the purpose of ensuring an adequate supply of marijuana and marijuana products under 935 CMR 500.140(10).

Restricting access to age 21 and older

Temescal Wellness is a proven operator of state-permitted, vertically integrated cannabis companies, serving patients since 2016 in New Hampshire and since June 2018 in Massachusetts. As of July 2020, Temescal operates three Registered Marijuana Dispensary (RMD) licenses, and operates co-located adult-use marijuana licenses at its cultivation and product manufacturing in Worcester, and retail dispensaries in Hudson, Pittsfield, and Framingham.

Using a secure vestibule and video intercom system, Temescal only admits consumers into its marijuana establishments who are able to furnish a valid, government-issued identification form showing they are over the age of 21. No person under the age of 21 (including visitors) will be admitted into any Temescal Wellness facility unless s/he is a registered medical marijuana patient with valid patient ID and second valid government-issued ID.

Only one person at a time is admitted into the secure vestibule unless a Temescal Agent is physically present in the vestibule to manually operate doors and control access. As warranted, a Temescal Agent may exit the facility to attend to and confirm the age/identity of patients and consumers outside the facility's entrance. In these ways, no unauthorized person may enter the retail establishment, nor could access a point-of-sale Agent to purchase marijuana. Temescal Agents are trained to inspect ID forms and re-inspect a consumer's ID at the point-of-sale, following first inspection at the video intercom and second inspection in the secure vestibule, if a consumer does not appear 21 or older.

Temescal has revised and updated existing policies and procedures to ensure compliance with all state and local adult-use cannabis rules and regulations. Rather than produce two separate, concurrently applicable policies and procedures for colocated activities, these revision efforts reconcile divergent regulations to produce clear guidance for compliance in instances where adult-use and medical cannabis protocols differ.

Any policy or procedure that applies *only* to adult-use or medical transactions will be clearly distinguished through formatting and during training; Agents are re-trained as necessary beyond minimum annual requirements to ensure Agent comprehension of any new or revised policies and procedures. Co-located medical marijuana and retail establishment Agents will serve both medical patients and adult-use consumers, and will receive one set of policies and procedures that clearly describe instances where medical and adult-use regulations stipulate different protocols: Agents must be specifically trained to understand and follow these "dual pathway" policies and procedures prior to starting work.

As an example of a dual-pathway revision, SOP MA.5.001 has been revised to stipulate protocol for checking-in either a medical patient or an adult-use consumer. For an adult-use consumer, instead of requesting inspection of a valid Patient ID at the video intercom prior to facility entry, the Agent will request inspection of a valid government-issued ID to ensure the consumer is over the age of 21, prior to facility entry.

Upon entry into the secure vestibule, the consumer must then furnish the government ID for close inspection and digital scan, in order to be granted entry to the sales floor as an adult-use consumer. Similarly, a medical patient must furnish both a valid government ID and valid patient ID for close inspection in order to be granted entry to the sales floor as a medical patient, and the Agent must also confirm registration/certification dates and purchase limit in Virtual Gateway. In this way, designation of an individual as either patient or consumer occurs prior to entry into the facility. Temescal will use an industry-standard driver's license scanner and a digital file repository to quickly and efficiently maintain and access records of all facility entrants, including visitors.

Quality control and testing

Temescal Wellness operates marijuana establishments in compliance with 935 CMR 500, including 500.160 relating to quality control and testing. Temescal Wellness is a proven operator of state-permitted, vertically integrated cannabis companies, serving patients since 2016 in New Hampshire and since June 2018 in Massachusetts. As of July 2020, Temescal operates three Registered Marijuana Dispensary (RMD) licenses, and operates co-located adult-use marijuana licenses at its cultivation and product manufacturing in Worcester, and retail dispensaries in Hudson, Pittsfield, and Framingham.

Temescal's quality control policies and procedures include testing product in compliance with 935 CMR 500 and 935 CMR 501 using a Licensed Independent Testing Laboratory in compliance with M.G.L. c.94C, § 34, and approved by the Commission. Temescal has revised and updated existing policies and procedures to ensure compliance with all state and local adult-use cannabis rules and regulations. Rather than produce two separate policies and procedures for collocated activities, these revision efforts reconcile divergent regulations to produce clear guidance in instances where adult-use and medical cannabis protocols differ.

Temescal will not sell or market any marijuana product, including marijuana, for adult use that has not passed required testing by Independent Testing Laboratories, except as allowed under 935 CMR 500.000. Testing is performed by an Independent Testing Laboratory in compliance with the Protocol for Sampling and Analysis of Finished Medical Marijuana Products and Marijuana-infused Products, originally published by MA DPH. Temescal also tests environmental media (e.g., growing media and water) in compliance with the Protocol for Sampling and Analysis of Environmental Media for Massachusetts Registered Medical Marijuana Dispensaries published first by MA DPH then CCC.

Temescal Wellness retail marijuana establishments will not receive any products into the facility that have not passed all required testing or that do not bear full production labels including analytical testing results and product warning labels. In order to be received, products must also be accompanied by testing results, which are made available for inspection by patients and consumers upon request. In the event of voluntary or involuntary recall, Temescal will follow all applicable regulations and guidance to coordinate products return and compliant disposal.

Temescal is engaged with MCR Labs of Framingham as its primary Independent Testing Laboratory and CDX Laboratory as its secondary ITL, and performs testing protocols from its Worcester cultivation and manufacturing facility only. Temescal cultivation and manufacturing Agents will support sampling and submission protocols in compliance with 925 CMR 500.160; to ensure product quality and prevent contamination, Temescal retail Agents at a retail establishment will not receive, let alone handle, untested marijuana.

SOPs relating to quality control and testing in retail establishments include:

- MA.4.005.Retail Cannabis Waste Handling
- MA.4.006.Storage: Operational Hours
- MA.4.007.Storage: Non-Operational Hours
- MA.8.006:Recall
- MA.12.001:Cannabis Waste Isolation and Storage
- MA.12.002: Cannabis Waste Disposal

Although retail establishment Agents will not typically participate in analytical testing, since any product received at the dispensary will be tested and labeled with passing results, they are trained on relevant SOPs and General Testing Policy MA.E.01. This policy describes in full the compliant submission of product samples for required testing; protocol for response in the event of contamination including duty to report; and protocol for identifying the source of contamination.

Personnel policies including background checks

Temescal Wellness will operate marijuana establishments in compliance with 935 CMR 500, including 500.005, 030, 031, 032 and 033 related to marijuana establishment agents. Temescal Wellness is a proven operator of state-permitted, vertically integrated cannabis companies, serving patients since 2016 in New Hampshire and since June 2018 in Massachusetts. As of July 2020, Temescal operates three Registered Marijuana Dispensary (RMD) licenses, and operates co-located adult-use marijuana licenses at its cultivation and product manufacturing in Worcester, and retail dispensaries in Hudson, Pittsfield, and Framingham.

Temescal Wellness complies with all laws and regulations relating to personnel requirements and conducts all required background checks. Personnel policies are contained in the employee handbook, and written policies and procedures. Temescal has revised and updated existing policies and procedures to ensure compliance with all state and local adult-use cannabis rules and regulations. Rather than produce two separate, concurrently applicable policies and procedures for colocated activities, these revision efforts reconcile divergent regulations to produce clear guidance for compliance in instances where adult-use and medical cannabis protocols differ.

Any policy or procedure that applies *only* to adult-use or medical transactions will be clearly distinguished through formatting and during training; Agents will be re-trained as necessary beyond minimum annual requirements to ensure Agent comprehension of any new or revised policies and procedures. Co-located medical marijuana and retail establishment Agents serve both medical patients and adult-use consumers, and receive one set of policies and procedures that clearly describe instances where medical and adult-use regulations stipulate different protocols: Agents must be specifically trained to understand and follow these “dual pathway” policies and procedures prior to starting work.

In compliance with 935 CMR 500.005 relating to marijuana establishment applications, persons who are owners or hold a controlling interest in Temescal Wellness are subject to fingerprint-based criminal background checks, in addition to national, social media and CORI background checks required of all Agents.

Before starting work, all Agents of Temescal Wellness must read and sign the company’s Employee Handbook, which describes personnel policies in full, including all corporate, state and local conditions of employment such as Agent registration requirements (e.g., 935 CMR 500.030(2)), initial and annual background checks including description of disqualifying offenses, annual agent suitability assessment and training requirements, and the Agent’s and marijuana establishment’s duty to report changes that affect Agent registration.

Standard operating procedures relating to personnel include:

- MA.1.001:Hiring/Registering Employees
- MA.1.002:Training New Employees
- MA.1.003:Lost Agent ID
- MA.1.004:Diversion Prevention/Reporting
- MA.1.005:Termination/Resignation of Agent

Policies relating to personnel include:

- MA.A.01 - Personnel Policy - General
- MA.A.02 - Personnel File Requirements
- MA.A.04 – Agent ID Card Policy
- MA.A.05 - Production Supervisor Position Description
- MA.A.07 – Assistant Retail Manager Position Description
- MA.A.08 - Production Associate Position Description
- MA.A.10 - Personnel Policy - Employee Health and Hygiene

MA.A.11 - Personnel Policy - Emergency Preparedness Plan
MA.A.12 - Personnel Policy - Chemical Spill Safety
MA.A.13 - Personnel Policy - Confidentiality
MA.A.14 - Personnel Policy - Medical Emergency
MA.A.15 - Personnel Policy - Robbery
MA.A.16 - Personnel Policy - Fire
MA.A.17 - Policy Prohibiting Illicit Drugs, Alcohol, Tobacco in the Workplace
MA.A.18 - Employee Acknowledgement Form
MA.A.19 - Alcohol and Drug Testing Protocol
MA.A.20 - Chemical Screening Consent and Release Form

Temescal Wellness of Massachusetts (TWMA) will operate marijuana establishments in compliance with 935 CMR 500, including 935 CMR 500.101(2)(e)(8), 935 CMR 500.105(1); 935 CMR 500.105(9) relating to personnel policies.

1. Conditions of Employment. TWMA performs state and national criminal background checks in compliance with 935 CMR 500, including 500.030, 101, 105, 800, 802. Candidate Agents must be over the age of 21, and are hired and registered as Agents contingent upon passing all required background checks. A candidate may not be hired or registered if a background check result includes a disqualifying offense (as defined by the Commission), or if internal TWMA suitability assessment results in disqualification or non-suitability for a position. For example, a candidate for a position involving company vehicle operation may not be hired if a background check shows multiple driver's license or moving violations.

As an operational CMO, TWMA has a multiyear relationship with Creative Services, Inc. (CSI), a NAPBS-accredited firm, to perform national criminal background check, including social media check. TWMA is an iCORI administrative account holder, and performs CORI for each Agent as a condition of hire and at least annually thereafter.

As a condition of hire, Agents must also read and attest to comprehending TWMA's Employee Handbook. The Employee Handbook is a 50-page document provided to Agents prior to starting employment, and its content is reviewed during Compliance Training. The Employee Handbook table of contents is reproduced at the end of this response section. While many operating policies and procedures recapitulate personnel requirements, the Employee Handbook serves as an employment-focused reference guide.

2. TWMA maintains and enforces employee security policies in compliance with state and local regulations. These policies are included in the Employee Handbook, standard operating procedures, and operating policies. Agents are trained on security-related policies during Compliance Training at the commencement of work. Compliance Training comprises a site and facility tour focused on compliance, safety and security, as well as comprehensive, seminar-style review and discussion of applicable state and local regulations and guidance, as well as general (non-position-specific) policies and procedures, and the employee handbooks. A trained and authorized TWMA security officer such as the compliance manager conducts Compliance Training, which typically lasts four hours. Security officers are Agents who are trained to operate and maintain security system equipment and programs; to enforce security-related policies and procedures at the marijuana establishment; to interact with law enforcement and emergency responders; and to train other Agents to follow security-related policies and procedures.
3. TWMA will retain records related to personnel including confidential information in compliance with state regulations. Retained records related to personnel include org charts, job descriptions, staffing plans, policies, standard operating procedures, employee handbooks, training records and materials, etc.

Individual personnel files include job description, all materials submitted to the Commission for Agent registration, documentation of verification of references, training records including privacy/confidentiality training and Agent attestation of training, performance evaluations, disciplinary action records, notice of responsible vendor training and eight-hour related duty training (or evidence of equivalent training provided by TWMA as approved by the Commission). Global personnel folder include documentation relevant to all positions, such as org charts, and CORI reports are filed separately from personnel folders in compliance with state law.

TWMA will retain complete personnel records on site at the marijuana establishment, which will be made available for inspection by the Commission. Trained and authorized Agents ("Principal Agents") may also access digital personnel folders through secure online document sharing systems. Payroll-related information and other sensitive individual financial information is not stored in hard-copy personnel folders. Filing cabinets containing confidential information such as personnel records are locked and stored in the manager's office, and are accessible only to trained and authorized managers. Records are retained indefinitely, in excess of 12-month post-affiliation regulatory requirements.

4. TWMA will immediately dismiss any Agent involved in diversion, unsafe practice or felony drug offense involving distribution to a minor. TWMA will notify the Commission immediately, no later than within one business day, of an Agent's termination of affiliation with the marijuana establishment.
5. TWMA's alcohol, smoke and drug-free workplace policy is provided in the employee handbook, which Agents must sign as a condition of employment, and copied in full below:

Policy Prohibiting Illicit Drugs, Alcohol and Smoke in the Workplace

I. Need for Policy Temescal Wellness (the "Company") strives to provide a safe and productive work environment for all employees and others in our workplace. Employees must report to work physically and mentally fit to perform their duties safely and efficiently. This obligation to provide a safe and productive workplace also extends to our communities and to our patients, who put their trust in us to ensure that our workplace supports healthy employees who are always performing to their fullest potential in safely and efficiently producing and dispensing high-quality, therapeutic cannabis products. At the same time, Temescal Wellness also respects the rights of our employees to privacy. Consequently, to achieve the above commitments to our employees and other stakeholders, and to achieve compliance with applicable, state and local laws and regulations, Temescal maintains a workplace environment free from any and all alcohol, illicit drugs, and tobacco.

This policy outlines the methods for maintaining a work environment free from alcohol, illicit drugs and tobacco and enables Temescal to test employees for illicit drug and alcohol use when there is a workplace event or when there is reasonable suspicion that an employee's potential drug use may have, or could, endanger the safety of other employees or of the products that we offer to our patients. Temescal will maintain a performance-based work environment, and our drug and alcohol policy aims to ensure safety for all employees and quality for our patients. Temescal Wellness strictly prohibits the consumption of alcohol, tobacco and illicit drugs in the workplace.

Failure to strictly adhere to these and other applicable laws and regulations will jeopardize our ability to serve qualifying patients and will subject the employee to disciplinary action up to and including immediate termination of employment. Subject to supervisor approval in states other than New Hampshire, consumption of tobacco products in a specific area of the premises, and in a manner that protects the health of others and results in zero litter may be allowed, but under no circumstances will the Company tolerate consumption that jeopardizes the health of employees, patients, customers or neighbors. This policy applies to employees as well as applicants for employment with the Company.

II. Definitions



Alcohol: The intoxicating agent in beverage alcohol, ethyl alcohol, or other low molecular weight alcohols including methyl and isopropyl alcohol.

Illegal or Illicit Drug: Any drug that is: (1) a controlled substance as defined under state law, with the exceptions noted below in Section III(B), OR (2) prescribed or recommended, but has not been legally obtained or is not being used in accordance with the prescription or recommendation as intended for treatment (including, but not limited to, overuse of the drug), OR (3) a “designer drug” not listed in the federal Controlled Substances Act, OR (4) an over-the-counter drug, or a non-drug substance that is being used for other than intended purposes.

Company Property: Company property includes any Temescal Wellness workplaces, offices, vehicles, and any and all premises used to serve Temescal Wellness objectives.

Tobacco: Tobacco and tobacco products include, but are not limited to, cigars, cigarettes, pipe tobacco, smokeless tobacco and cigarette alternatives, which include, e-cigarettes, smokeless cigarettes or other similar devices.

III. Prohibited Conduct In support of the Company’s commitment to a drug, tobacco and alcohol free working environment, the following activities are prohibited while on Company property, while on Company business, or during working hours:

A. Use, possession, or being under the influence of alcohol.

B. Use, manufacture, distribution, possession, or being under the influence of illegal drugs, with the following limited exceptions that strictly follow applicable state and local laws and regulations. For sake of clarity, in no case shall it be permissible to jeopardize the safety of employees, patients or others by being in the workplace under the influence of any illegal or illicit drugs.

- Employees may possess cannabis at the location where he/she is employed and may transport cannabis if such possession and/or transportation is for the sole purpose of fulfilling his/her job responsibilities.
- In addition, this policy shall not prohibit an employee who is a qualifying patient or a designated caregiver from possessing cannabis as permitted by applicable state rules.
- Further, this policy shall not prohibit an employee who is a qualified patient from use of cannabis by a means other than smoking/vaping during the work day for medicinal purposes, provided the employee does not hold a safety sensitive position and the Company has provided express written authorization supported, as needed, by a waiver approved by the appropriate state agency.

C. Use of any drug, including a prescription drug, for any purpose other than its intended prescribed use by anyone other than the person to whom it has been prescribed;

D. Reporting to work in an unfit condition, to include being under the influence as noted above, and also appearing at work with a smell of alcohol or otherwise appearing or being unable to effectively interact with individuals and co-workers and work safely and properly without impairment;

E. Refusing to submit to a fitness for duty test (which may include drug/alcohol test);

F. Failing to advise a supervisor that his or her use of a drug could impair his or her ability to safely perform his or her job duties and/or failing to report another employee's suspicious conduct pursuant to Section IV, C;

G. Smoking or the use or consumption of tobacco products, or cigarette alternatives, anywhere on Company property, unless allowed under applicable state rules and approved by the supervisor.

H. Failing to comply with any aspect of this policy.

When in doubt about the scope of the above prohibitions, employees should immediately discuss the matter with their supervisor or your supervisor – do not guess. Violations of these rules have significant impact on the employee and Company and these rules will be strictly enforced.

IV. Reporting Requirements



A. Any employee who is taking any medication or any other drug must consult with his or her doctor about the medication's effect on his or her fitness for duty and ability to work safely and must inform his or her supervisor immediately of any restrictions, and must not perform any work until authorized to do so by his or her supervisor. Employees should not, however, disclose to the Company underlying medical conditions unless directed to do so.

B. If any employee is involved in misconduct in violation of this policy, the Company reserves the right (and may have an obligation) to report the incident to the applicable state agency, law enforcement authorities, and to cooperate in prosecuting the crime to the fullest extent of the law.

C. If any person observes an employee exhibiting behavior that may be indicative of impairment by drug or alcohol use, or a violation of the rule on smoking, he or she should immediately report the behavior to his or her supervisor or to your supervisor.

V. Procedures

The procedures to be implemented for workplace controlled substance or alcohol activity violations are as follows: Violation of this policy will result in disciplinary action, up to and including termination of employment. In the Company's sole discretion, the employee may be required to satisfactorily participate in an appropriate substance abuse assistance or rehabilitation program as a condition of continued employment. Compliance with this policy is a condition of employment.

The Company reserves the right to interpret or change this policy with or without notice. Please also note that nothing in this policy is to be construed as a guarantee of employment for any period of time or a restriction of the Company's ability to discipline or terminate employees, or its right to place employees on paid or unpaid administrative leave. Employees may be terminated at any time, with or without cause, as the Company adheres to an at-will employment relationship unless otherwise agreed to in writing, and signed by an authorized officer of the Company.

VI. Available Assistance For Substance Dependence

Our Company encourages employees to voluntarily seek assistance for the early resolution of drug and alcohol problems. Individuals who are granted leaves of absence for treatment may be required to agree to periodic and/or random testing upon their return to work. An employee will not be disciplined or terminated for voluntarily seeking assistance for a drug or alcohol problem. However, employees who undergo voluntary counseling or treatment and who continue to work must meet all established standards of conduct and job performance. The fact that an employee is in treatment for alcohol or drug abuse does not preclude the Company from taking disciplinary action for violation of its policies or standards of conduct. Likewise, an employee who has violated this Policy Prohibiting Illicit Drugs, Alcohol and Smoke in the Workplace cannot escape disciplinary action, including termination, by voluntarily requesting treatment for alcohol or drug abuse.

VII. Drug And Alcohol Testing

Reasonable Suspicion Testing: An employee may be required to submit to drug and/or alcohol testing when one or more supervisors have a reasonable suspicion that the employee:

- Is under the influence of drugs and/or alcohol. Factors that may be considered in determining whether an employee may be under the influence of drugs and/or alcohol include, but are not limited to: the employee's behavior; evidence of impairment; evidence of repeated errors on the job, policy violation, or unsatisfactory time and attendance patterns if coupled with a specific contemporaneous event or behavior that indicates possible impairment by reason of drug or alcohol use; and, information provided either by reliable and credible sources or independently corroborated; or
- Has violated this Policy Prohibit Drugs and Alcohol in the Workplace; or
- Has sustained a personal injury while working or has caused personal injury to another person; or
- Has caused a work-related accident or was operating or helping to operate machinery, equipment, or vehicles involved in a work-related accident. Post-accident or injury testing will be conducted as soon as practical after the accident or injury.

Testing Site: Drug and alcohol testing will be performed by a qualified laboratory, hospital, or health center designated by the Company. The Company will provide transportation to and from the testing site for reasonable suspicion testing. Test results will be reviewed and interpreted by a qualified Medical Review Officer, who will notify the Company of the results.



Consent to Testing: Tests will not be conducted without the individual's written consent. However, employees must submit to tests requested or required by the Company as a condition of employment. If an employee refuses to submit to a requested or required test, the employee will be subject to disciplinary action up to and including termination of employment.

Cooperation With Testing: Individuals subject to testing may not try to subvert the test by using an adulterated or substituted specimen. Failing to provide a specimen in a timely manner or otherwise tampering with the process is grounds for termination (or, for applicants, for withdrawal of an employment offer).

Opportunity to Explain Positive Results: Any employee who tests positive will have the opportunity to rebut or explain positive test results and/or to request and pay for a confirmatory re-test. This opportunity may be provided to the individual by the laboratory before the results are reported to the Company, in which case the individual will not be afforded a second opportunity once the results are received by the Company.

Confidentiality: Test results and other medical information will be maintained as confidential and shared only on a "need to know" basis unless otherwise required by law. Test results may also be disclosed to a substance abuse treatment facility for the purpose of evaluating or treating the employee. An employee may request a copy of the test result report for any he or she undergoes.

Consequences of a Positive Test Result: If an employee tests positive, he or she will be subject to disciplinary action, up to and including termination of employment. Within its discretion, the Company may decide to refer an employee for drug or alcohol treatment in lieu of termination and as a condition of continued employment. Within its discretion, the Company may suspend the employee while he or she participates in the treatment program. Employees must pay for the cost of any such treatment programs. Employees who refuse to participate in such programs or who fail to successfully complete a treatment program are subject to immediate termination. For purposes of this policy, an employee who has an alcohol level of greater than zero and/or who has a drug test result of other than non-dilute negative will be considered to have tested "positive."

Follow Up Testing; other testing: An employee who is referred by the Company for drug or alcohol treatment or who is voluntarily participating in a drug or alcohol treatment program may be requested or required to undergo drug or alcohol testing without prior notice during the treatment period and for a period of time, determined by the Company, after the completion of the treatment. An employee who tests positive during this period will be subject to termination. In addition to reasonable suspicion and follow up testing, the Company reserves the right to test applicants and employees under other appropriate circumstances consistent with the goals of this policy, such as pre-employment and random.

VIII. Investigations and Searches When there is reasonable cause to suspect that an employee has violated this policy, the Company reserves the right to inspect, without prior notice, lockers, work areas, desks, cabinets, purses, bags, briefcases, other belongings, and vehicles brought on Company property or at locations where work-related activities are being conducted. Cause to suspect shall be solely in the judgment and discretion of the Company, which may release any illegal drugs, paraphernalia, or other evidence to law enforcement authorities.

IX. Violations of this Policy Any violation of this policy may lead to disciplinary action up to and including immediate termination of employment. Please be aware that any finding that an employee has diverted any cannabis in the workplace shall be subject to immediate termination, and shall be reported to law enforcement and the state. Compliance with this policy is a condition of employment. The Company reserves the right to interpret or change this policy with or without notice.

Please also note that nothing in this policy is to be construed as a guarantee of employment for any period of time or a restriction of the Company's ability to discipline or terminate employees, or its right to place employees on administrative leave. Employees may be terminated at any time, with or without cause or reason as all employees of the Company are employed on an at-will basis.

Fitness for Duty



Temescal is committed to providing a safe environment for our employees and patients. We have adopted this Fitness for Duty policy in furtherance of our continuing efforts to improve the safety of our workplace.

Definitions

Fitness for Duty: Able to work safely, properly, and perform normal work duties without impairment.

Drug: Any over-the-counter medication, prescribed medication, illegal or controlled substance under federal or state law, or any alcoholic beverage.

Fitness for Duty Examination: An announced or unannounced medical examination and/or drug and/or alcohol test.

Responsibilities

Any employee who feels for any reason that he or she is not fit for duty should immediately disclose this to his or her Supervisor. Employees who are taking prescribed medication or other drugs that could impair their ability to safely perform their job functions should discuss this confidentially with their supervisor so that alternative arrangements may be made. All employees must report to their Supervisor any employee who may be unfit for duty. Reports will be kept confidential to the extent possible and will be made available only to those individuals with a "need-to-know," unless otherwise required by law.

If a Supervisor receives a report or otherwise believes that an employee may not be fit for duty, then the Supervisor should immediately contact the Chief Executive Officer. Your supervisor or, in his or her absence, your supervisor's designee will make a determination, within his or her discretion, whether it is appropriate to require the employee to go for a fitness for duty examination.

Employees who are required by Temescal to report for fitness for duty examinations must report for and consent to the examination as scheduled as a condition of continued employment. While the examination will not be conducted without the employee's consent, refusal to submit to the fitness for duty examination may lead to disciplinary action, up to and including immediate termination of employment.

Prohibited Conduct

All employees are required to follow Temescal's policies and standards of conduct. In addition, the following is a non-inclusive list of prohibited conduct that may lead to the requirement to submit to a fitness for duty examination:

- Inability to conduct oneself in a professional manner; i.e., excessive anger, aggressive behavior, inappropriate language, or other inappropriate distractions.
- Reporting for work or working in a condition physically or mentally unfit for duty or arriving at work under the influence of an illegal or unauthorized drug or alcohol.
- Smelling of alcohol or drugs while reporting to work or working.
- Failure to follow fitness-for-duty policies and procedures.
- Excessive or unexcused absence or tardiness.
- Carelessness or negligence; violation or neglect of safety regulations; or violation of other commonly accepted standards and policies.
- Violation of the drug and alcohol policy.

Confidentiality

All information regarding fitness for duty referrals and examinations must be kept as confidential, and disclosed only on a strict "need to know" basis. The results of any and all fitness for duty examinations will be treated as confidential and be made available only to those individuals with a "need-to-know," unless otherwise required by law. The test results will be filed separately from the employee's personnel file. [End policy]

WELCOME!
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EMPLOYEE ACKNOWLEDGEMENT FORM

Record keeping procedures

Temescal Wellness will operate marijuana establishments in compliance with 935 CMR 500, including 500.105 and 500.140 relating to recordkeeping. Temescal Wellness is a proven operator of state-permitted, vertically integrated cannabis companies, serving patients since 2016 in New Hampshire and since June 2018 in Massachusetts. As of July 2020, Temescal operates three Registered Marijuana Dispensary (RMD) licenses, and operates co-located adult-use marijuana licenses at its cultivation and product manufacturing in Worcester, and retail dispensaries in Hudson, Pittsfield, and Framingham.

Temescal Wellness securely maintains all records generated by its marijuana establishments, and maintains written policies and procedures to ensure accurate recordkeeping, including inventory protocols in compliance with 935 CMR 500.105(8) and (9). As a marijuana retail establishment, Temescal will comply with 830 CMR 62C.25.1: Record Retention and DOR Directive 16-1 regarding recordkeeping requirements. Retained records include but are not limited to those related to sales, cash handling, product testing, product transport, inventory, marijuana waste, recall, visitors, security data, equipment maintenance and inspection, reportable incidents, policies and procedures, training materials, personnel including applications and background check reports, hiring, law enforcement interface, DPH/CCC correspondence, municipal/state correspondence.

Temescal has revised and updated existing policies and procedures to ensure compliance with all state and local adult-use cannabis rules and regulations. Rather than produce two separate, concurrently applicable policies and procedures for collocated activities, these revision efforts reconcile divergent regulations to produce clear guidance for compliance in instances where adult-use and medical cannabis protocols differ.

Any policy or procedure that applies *only* to adult-use or medical transactions will be clearly distinguished through formatting and during training; Agents will be re-trained as necessary beyond minimum annual requirements to ensure Agent comprehension of any new or revised policies and procedures. Co-located medical marijuana and retail establishment Agents will serve both medical patients and adult-use consumers, and will receive one set of policies and procedures that clearly describe instances where medical and adult-use regulations stipulate different protocols: Agents must be specifically trained to understand and follow these “dual pathway” policies and procedures prior to starting work.

Temescal’s Recordkeeping Policy MA.A.24 describes recordkeeping requirements in full, including retention schedules. SOPs relating to marijuana retail establishment recordkeeping include:

- MA.1.004: Diversion Prevention/Reporting
- MA.2.003: Facility Visitors
- MA.2.004: Incident Reporting
- MA.3.002: DPH/CCC Inspection: Dispensary
- MA.3.003: DPH/CCC Inspection: Processing Deficiency Statements
- MA.3.004: DPH/CCC Inspection: Correction of Deficiencies
- MA.4.005: Retail Cannabis Waste Handling
- MA.5.001: Checking-In Guests
- MA.5.002: Dispensing Protocol
- MA.5.010: Entering Info in Greenbits/METRC
- MA.5.011: Cannabis Return (Non-Recall)
- MA.6.001: Weekly Inventory Reconciliation: Dispensary
- MA.6.002: Monthly Inventory Reconciliation: Dispensary
- MA.6.003: Restocking Inventory at Sales Counter



- MA.6.004.Receiving Inventory
- MA.6.005.Managing On-Site Inventory
- MA.8.006:Recall
- MA.11.003:Transportation Manifest Creation
- MA.11.004:Transporting Cannabis Products

In excess of minimum retention schedules, Temescal retains a digital copy of all records subject to retention and inspection indefinitely. Paper records are also digitized and stored indefinitely; paper records that are confidential are stored in locked filing cabinets or in access-controlled (locked) manager/supervisor offices. All records will be furnished to the Commission or duly authorized party such as law enforcement immediately upon request. Additionally, Avigilon security camera surveillance footage can be exported in a legally admissible format with a native video player.

Maintaining of financial records

Temescal Wellness operates marijuana establishments in compliance with 935 CMR 500, including those relating to maintenance of financial records such as 500.140(6) Recording Sales. Temescal Wellness is a proven operator of state-permitted, vertically integrated cannabis companies, serving patients since 2016 in New Hampshire and since June 2018 in Massachusetts. As of July 2020, Temescal operates three Registered Marijuana Dispensary (RMD) licenses, and operates co-located adult-use marijuana licenses at its cultivation and product manufacturing in Worcester, and retail dispensaries in Hudson, Pittsfield, and Framingham.

As a licensed marijuana retail establishment, Temescal Wellness maintains all financial records, and has developed policies and procedures to ensure accurate, compliant financial records are retained. Temescal has revised and updated existing policies and procedures to ensure compliance with all state and local adult-use cannabis rules and regulations. Rather than produce two separate, concurrently applicable policies and procedures for collocated activities, these revision efforts reconcile divergent regulations to produce clear guidance for compliance in instances where adult-use and medical cannabis protocols differ.

Any policy or procedure that applies *only* to adult-use or medical transactions will be clearly distinguished through formatting and during training; Agents will be re-trained as necessary beyond minimum annual requirements to ensure Agent comprehension of any new or revised policies and procedures. Co-located medical marijuana and retail establishment Agents serve both medical patients and adult-use consumers, and receive one set of policies and procedures that clearly describe instances where medical and adult-use regulations stipulate different protocols: Agents must be specifically trained to understand and follow these “dual pathway” policies and procedures prior to starting work.

Temescal will continue to utilize Greenbits point-of-sale software, which integrates with METRC. Temescal will conduct a monthly analysis of sales equipment and data to ensure no additional software or other methods have been used to alter or manipulate sales data. The record of monthly review will be retained and made available to the Commission upon request. Temescal will comply with 935 CMR 500.140(6) if it discovers alteration or manipulation of sales data in order to correct. As a marijuana retail establishment, Temescal complies with 830 CMR 62C.25.1: Record Retention and DOR Directive 16-1 regarding recordkeeping requirements. Temescal has already adopted separate accounting practices at the point-of-sale for marijuana/product and non-marijuana sales.

As a co-located retailer of medical and adult-use marijuana, Temescal maintains and provides to the Commission sales data collected by the licensee during the six months for the purpose of ensuring an adequate supply of marijuana and marijuana products under 935 CMR 500.140(10). Other financial records subject to retention include paper and digital business records: assets and liabilities; monetary transactions; books of accounts, which shall include journals, ledgers, and supporting documents, agreements, checks, invoices, and vouchers; salary and wages paid to each employee, stipend paid to each board member, and any executive compensation, bonus, benefit, or item of value paid to any individual affiliated with the company.

In excess of minimum retention schedules, Temescal retains a digital copy of all records subject to retention and inspection indefinitely. Paper records are also digitized and stored indefinitely; paper records that are confidential are stored in locked filing cabinets or in access-controlled (locked) manager/supervisor offices. All records will be furnished to the Commission or duly authorized party such as law enforcement immediately upon request.

Diversity plan

Temescal Wellness of Massachusetts (“Temescal Wellness” or “Temescal”) has been planning and executing diversity programs since 2017. The updated diversity plan based on updated regulations and guidance documents includes:

- Goals
- Programs
- Measurements

DIVERSITY PLAN GOALS

Workforce diversity	<p><i>Increase the workforce percentage of minorities, women, veterans, people with disabilities, and people of all gender identities and sexual orientations.</i></p> <p>Temescal’s workforce diversity goals for hiring are tied to local demographics; per the table below, Temescal seeks to hire local workforces that are at least as diverse as that community. Temescal also recruits speakers of most-common non-English languages in order to best serve the community and advance its universal access to cannabis and knowledge about it.</p>
Workforce development	<p><i>Ensure the success of workforce minorities, women, veterans, people with disabilities, and people of all gender identities and sexual orientations</i></p> <p>Temescal managers provide individualized mentorship and training to high-potential agents, with a focus on hard-skill development, to ensure the success of its diverse workforce. Continuing education takes the form of courses/certifications; seminars and conferences; focused work sessions with senior team members or third-party consultants; and quarterly corporate strategy retreats.</p>
Industry development	<p><i>Provide access and assistance for industry entry to minorities, women, veterans, people with disabilities, and people of all gender identities and sexual orientations</i></p> <p>Temescal will support industry diversification by continuing to engage THC Staffing for diversity-focused recruiting services and by holding job fairs. During these events, which are marketed to diverse communities and individuals through local partnerships, Temescal leadership interacts with prospective agents, and provides information about cannabis employment including opportunities for formerly incarcerated individuals, such as cannabis record expungement.</p>

	<p>Temescal attends cannabis industry events such as those produced by the Minority Cannabis Business Association and local organizations like Equitable Opportunities Now (EON), which intend to connect equity applicants with existing ME operators and resources. Temescal’s outreach to equity applicants converts to informal mentoring sessions and behind-the-scenes tours of operational marijuana facilities. Individualized attention and mentorship converts to better-informed prospective business leaders, and Temescal is researching fiscally responsible methods for “scaling up” mentorship programs amongst existing production and retail operations.</p> <p>Temescal is also a resource for the Cannabis Control Commission’s Social Equity Program, and the company’s corporate development director served on the industry panel for the program’s first seminar on June 1, 2019. Temescal will continue to offer its expertise to the Commission’s social equity initiatives. Temescal has also offered site tours to the Social Equity Program members, who will schedule a group visit(s).</p>
Industry diversity	<p><i>Increase the number of businesses owned by minorities, women, veterans, people with disabilities, and people of all gender identities and sexual orientations that can contract or otherwise do business with Marijuana Establishments.</i></p> <p>Temescal has established a relationship with Framingham Community Partners, which is supported by non-profit United Way, and provides services to diverse individuals. Temescal acts as an educational resource to disambiguate myths and misperceptions about cannabis, and to provide evidence-based information about cannabis products, and insight into cannabis business operations. In this way, Temescal helps dismantle prohibition-era stigmas, and normalize responsible cannabis use by adults, and promote participation in the industry by diverse groups.</p> <p>Temescal also utilizes resources such as the MA Supplier Diversity Office to search for certified minority-, woman- and veteran-owned businesses for vending and contracting. Temescal will continue to seek out and engage diverse businesses to ensure communities most harmed by cannabis prohibition are given access to the benefits it potentiates.</p>

Community Demographics (2015 ACS data)

Municipality	Black or African Amer.	Asian	Latino/a/x or Hispanic	Most Common Non-English Languages
Worcester	11.4%	7.2%	20.8%	Spanish, African Languages, Vietnamese
Hudson	1.9%	2.7%	3.9%	Portuguese, Spanish, Chinese
Framingham	5.9%	8.1%	15.5%	Spanish, Portuguese, Russian
Pittsfield	5.4%	1.8%	5.4%	Spanish, Russian, Portuguese

DIVERSITY PLAN PROGRAMS AND MEASUREMENTS

Temescal has engaged equity-specialist cannabis recruitment firm THC Staffing for an annual legal/compliance audit and success evaluation of its Diversity Plan. Diversity plan goal metrics and programs are as follows:

<p>Program: Advertise employment opportunities in diverse publications or other mediums Metrics: 1 advertisement/quarter if actively hiring; meet or exceed local demographic diversity by year 5 Measured: Annually Data source: Demographic survey issued annually or after major staffing events Qualitative metric: Temescal should expect, over time, to interview more, more-diverse and better-prepared candidates residing in the cities of Worcester and Pittsfield and other municipalities where Temescal operates.</p>
<p>Program: Advertise employment opportunities tailored to individuals falling into the listed demographics with career centers, unless prohibited by law (e.g., MassHire receives federal funding and will not engage cannabis jobs); Provide individualized mentorship to listed demographics Metrics: 1 advertisement/quarter if actively hiring; 1 diverse individual promotion/year Measured: Quarterly Data source: Performance improvement plans issued by supervisors; HR/Compliance records; Demographic survey Qualitative metric: Temescal should expect, over time, to interview more, more-diverse and better-prepared candidates residing in the cities of Worcester and Pittsfield and other municipalities where Temescal operates; and should, over time, require fewer outside hires for management positions.</p>
<p>Program: Establish relationships with specific organizations that are diversity-focused for the purposes of (a) Networking with their constituencies for employment purposes; (b) Providing information on employment opportunities; (c) Providing trainings or informational sessions for individuals falling into the above-listed demographics on the marijuana industry Metrics: host or participate in 1 event/quarter Measured: Quarterly Data source: Accounting records; Marketing calendar Qualitative metric: Temescal should expect, over time, to see normalization of the cannabis industry, and the reduction of barriers to entry into the industry in areas of disproportionate impact, e.g., access to funding and financial products; access to suitable and compliant real estate; social-familial prejudice against cannabis.</p>
<p>Program: Provide recruitment meetings and job fairs with a focus on attracting individuals falling into the above-listed demographics Metrics: 2 job fair participations/year Measured: Quarterly Data source: Accounting, HR and Compliance records; Marketing calendar Qualitative metric: Temescal should expect, over time, to interview more, more-diverse and better-prepared candidates residing in the cities of Worcester and Pittsfield and other municipalities where Temescal operates.</p>

Qualifications and training

Temescal Wellness operates marijuana establishments in compliance with 935 CMR 500, including 500.030 and 802 relating to Agent registration and suitability. Temescal Wellness is a proven operator of state-permitted, vertically integrated cannabis companies, serving patients since 2016 in New Hampshire and since June 2018 in Massachusetts. As of July 2020, Temescal operates three Registered Marijuana Dispensary (RMD) licenses, and operates co-located adult-use marijuana licenses at its cultivation and product manufacturing in Worcester, and retail dispensaries in Hudson, Pittsfield, and Framingham.

Temescal reviews qualifications of all prospective Agents to ensure eligibility prior to registration to avoid Negative Suitability Determinations by the Commission; and provides initial and ongoing training in compliance with applicable laws and regulations. Temescal has completed revisions and updates to existing policies and procedures to ensure compliance with all state and local adult-use cannabis rules and regulations. Rather than produce two separate, concurrently applicable policies and procedures for collocated activities, these revision efforts reconcile divergent regulations to produce clear guidance for compliance in instances where adult-use and medical cannabis protocols differ.

To qualify for Agent registration, an individual must be 21 years of age or older; not been convicted of an offense in the Commonwealth involving the distribution of controlled substances to minors, or a like violation of the laws of another state, the United States or foreign jurisdiction, or a military, territorial, or Native American tribal authority; and be determined suitable for registration consistent with the provisions of 935 CMR 500.800 and 500.802. Temescal will defer to suitability determinations made by the Commission or its Suitability Review Committee in accordance with the procedures set forth in 935 CMR 500.800. Temescal annually completes an Agent Suitability Assessment for each agent upon renewal of background checks and Agent registration.

Standard operating procedures related to Agent qualifications and training include MA.1.001:Hiring/Registering Employees and MA.1.002:Training New Employees. Related policies include MA.A.01 - Personnel Policy - General, MA.A.02 - Personnel File Requirements, and MA.A.04 - Agent ID Card Policy. Temescal ensures that all Agents complete training prior to performing job functions. Training is tailored to the roles and responsibilities of the job function of each Agent.

Prior to starting work, all Temescal Agents receive comprehensive general and position-specific training from the Compliance Manager and compliance working group. To ensure secure operations, retail Agents receive at least eight days of training, starting with general compliance training, which includes company policies and procedures, as well as a seminar on applicable state and local regulations (including especially 935 CMR 501 and 935 CMR 500). To ensure comprehension, Agents must demonstrate compliance understanding and task proficiency to a direct supervisor. Temescal maintains a complete record of training, including content signoffs, and maintains training records in each Agent's personnel folder indefinitely.

Expressly authorized managers and supervisors may receive additional training in order to operate limited-access systems, such as security systems (burglar alarm, surveillance, access control, data servers). Otherwise Temescal maintains a list of security officers who may access specific equipment and areas such as vaults, per facility, which it can furnish to the Commission immediately upon request. Security officers are also trained to interface with law enforcement on behalf of the company. Security System Administrators receive at least one hour of additional training on security equipment and software maintenance and operations.



Energy Compliance Plan

Temescal Wellness will continue to operate marijuana establishments in compliance with 935 CMR 500, including energy compliance requirements. Temescal Wellness is a proven operator of state permitted, vertically integrated cannabis companies, serving patients since 2016 in New Hampshire. As of September 2020, Temescal operates three Registered Marijuana Dispensary (RMD) licenses and operates co-located adult-use marijuana licenses at its cultivation and product manufacturing in Worcester, and retail dispensaries in Hudson, Pittsfield, and Framingham.

Whenever possible and cost efficient, including when equipment fails and needs to be replaced, Temescal will identify potential energy-use reduction opportunities. Energy use is currently being monitored via analyzing billing from meter reads of usage.

Lighting is only turned on during hours of operations, with a few small storage areas having automatic light sensor where they turn on if motion is detected. Heat and air conditioning units are also on schedules that most efficiently maintain the internal temperature of the establishment.

Temescal engages in single stream recycling. Temescal will continue to work to identify additional areas where reuse and recycling can take place, as well as energy efficiency incentives offered by service providers. Temescal opts for paperless options whenever possible when engaging with outside vendors and service providers.

Temescal will continue overtime to develop its list of energy reduction opportunities on an on-going basis and make modifications wherever possible.