



Massachusetts Cannabis Control Commission

Marijuana Cultivator

General Information:

License Number: MC282681
Original Issued Date: 11/20/2020
Issued Date: 11/20/2020
Expiration Date: 11/20/2021

ABOUT THE MARIJUANA ESTABLISHMENT

Business Legal Name: Sparkboro Corp.

Phone Number: 347-735-8010
Email Address: SparkboroEgre@gmail.com

Business Address 1: 17 Sky Farm Road
Business City: Egremont Business State: MA Business Zip Code: 01258
Business Address 2:
Mailing Address 1: 180 Elm Street Suite I#340
Mailing City: Pittsfield Mailing State: MA Mailing Zip Code: 01201
Mailing Address 2:

CERTIFIED DISADVANTAGED BUSINESS ENTERPRISES (DBES)

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

PRIORITY APPLICANT

Priority Applicant: no
Priority Applicant Type: Not a Priority Applicant
Economic Empowerment Applicant Certification Number:
RMD Priority Certification Number:

RMD INFORMATION

Name of RMD:
Department of Public Health RMD Registration Number:
Operational and Registration Status:
To your knowledge, is the existing RMD certificate of registration in good standing?:
If no, describe the circumstances below:

PERSONS WITH DIRECT OR INDIRECT AUTHORITY

Person with Direct or Indirect Authority 1

Percentage Of Ownership: 10 Percentage Of Control: 10
Role: Owner / Partner Other Role:
First Name: Stephen Last Name: Pennisi Suffix:

Gender: Male User Defined Gender:

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

Specify Race or Ethnicity:

Person with Direct or Indirect Authority 2

Percentage Of Ownership: 44.5 Percentage Of Control: 44.5

Role: Owner / Partner Other Role:

First Name: Edwin Last Name: Perez Suffix:

Gender: Male User Defined Gender:

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

Specify Race or Ethnicity: Hispanic American

Person with Direct or Indirect Authority 3

Percentage Of Ownership: 44.5 Percentage Of Control: 44.5

Role: Owner / Partner Other Role:

First Name: Edward Last Name: Sheern Suffix:

Gender: Male User Defined Gender:

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

Specify Race or Ethnicity: Korean American

ENTITIES WITH DIRECT OR INDIRECT AUTHORITY

No records found

CLOSE ASSOCIATES AND MEMBERS

No records found

CAPITAL RESOURCES - INDIVIDUALS

Individual Contributing Capital 1

First Name: Edwin Last Name: Perez Suffix:

Types of Capital: Monetary/ Other Type of Total Value of the Capital Provided: Percentage of Initial Capital:
Equity Capital: \$534000 44.5

Capital Attestation: Yes

Individual Contributing Capital 2

First Name: Edward Last Name: Sheern Suffix:

Types of Capital: Monetary/ Other Type of Total Value of the Capital Provided: Percentage of Initial Capital:
Equity Capital: \$534000 44.5

Capital Attestation: Yes

CAPITAL RESOURCES - ENTITIES

No records found

BUSINESS INTERESTS IN OTHER STATES OR COUNTRIES

No records found

DISCLOSURE OF INDIVIDUAL INTERESTS

Individual 1

First Name: Edwin Last Name: Perez Suffix:

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

Marijuana Establishment City: Williamstown

Marijuana Establishment State: MA

Individual 2

First Name: Edwin

Last Name: Perez

Suffix:

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

Marijuana Establishment City: North Adams

Marijuana Establishment State: MA

Individual 3

First Name: Edward

Last Name: Sheern

Suffix:

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

Marijuana Establishment City: Williamstown

Marijuana Establishment State: MA

Individual 4

First Name: Edward

Last Name: Sheern

Suffix:

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

Marijuana Establishment City: North Adams

Marijuana Establishment State: MA

Individual 5

First Name: Stephen

Last Name: Pennisi

Suffix:

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

Marijuana Establishment City: Williamstown

Marijuana Establishment State: MA

Individual 6

First Name: Stephen

Last Name: Pennisi

Suffix:

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

Marijuana Establishment City: North Adams

Marijuana Establishment State: MA

MARIJUANA ESTABLISHMENT PROPERTY DETAILS

Establishment Address 1: 17 Sky Farm Road

Establishment Address 2:

Establishment City: Egremont

Establishment Zip Code: 01258

Approximate square footage of the Establishment: 12500

How many abutters does this property have?: 8

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

Cultivation Tier:

Cultivation Environment:

FEE QUESTIONS

Cultivation Tier: Tier 02: 5,001 to 10,000 sq. ft. Cultivation Environment: Indoor

HOST COMMUNITY INFORMATION

Host Community Documentation:

Document Category	Document Name	Type	ID	Upload Date
Certification of Host Community Agreement	Sparkboro Egremont HCA Certification Form1.pdf	pdf	5e6a7dc8e25eb94410039cbf	03/12/2020
Community Outreach Meeting Documentation	Egremont HCA pdf.pdf	pdf	5e7b8cfbddd0438d21da47d	03/25/2020
Plan to Remain Compliant with Local	UPDATED sparkboro-egremont-cultivation-local.compliance.statement-4.29.20.pdf	pdf	5eaae7cff16b5934c5918fc8	04/30/2020

Zoning

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.: \$

PLAN FOR POSITIVE IMPACT

Plan to Positively Impact Areas of Disproportionate Impact:

Document Category	Document Name	Type	ID	Upload Date
Other	NEVA PIP LETTER for Sparkboro Corp. Egremont.pdf	pdf	5f08c179e0523009df034b94	07/10/2020
Plan for Positive Impact	Cultivation - Sparkboro Corp. - Positive Impact Plan updated 7-30-2020.pdf	pdf	5f22f17ea3272a742d1c4318	07/30/2020

ADDITIONAL INFORMATION NOTIFICATION

Notification:

INDIVIDUAL BACKGROUND INFORMATION

Individual Background Information 1

Role: Other (specify) Other Role: President
First Name: Stephen Last Name: Pennisi Suffix:
RMD Association: Not associated with an RMD
Background Question: no

Individual Background Information 2

Role: Other (specify) Other Role: Shareholder
First Name: Edwin Last Name: Perez Suffix:
RMD Association: Not associated with an RMD
Background Question: no

Individual Background Information 3

Role: Other (specify) Other Role: Shareholder
First Name: Edward Last Name: Sheern Suffix:
RMD Association: Not associated with an RMD
Background Question: no

ENTITY BACKGROUND CHECK INFORMATION

No records found

MASSACHUSETTS BUSINESS REGISTRATION

Required Business Documentation:

Document Category	Document Name	Type	ID	Upload Date
Articles of Organization	Sparkboro Corp Articles of Incorporation.pdf	pdf	5e6a803b5a27c34431d1a1c6	03/12/2020
Bylaws	2019-08-22 Bylaws + SH Agr - Sparkboro Corp .pdf	pdf	5e6c05e4172cbc3545971a00	03/13/2020
Department of Revenue -	UA-sparkboro (1).pdf	pdf	5e960f8f172cbc3545977c46	04/14/2020

Certificate of Good standing					
Secretary of Commonwealth - Certificate of Good Standing	Sparkboro Corp. Certif of Good Standing Commonwealth MA 06-2020.pdf	pdf	5efa2ca0b0062b7ac1b0ccfe	06/29/2020	
Department of Revenue - Certificate of Good standing	Sparkboro Corp. DOR Certif of Good Standing 06-2020.pdf	pdf	5efa2ca2a075ed6c1b90ac3f	06/29/2020	

No documents uploaded

Massachusetts Business Identification Number: 001398666

Doing-Business-As Name:

DBA Registration City:

BUSINESS PLAN

Business Plan Documentation:

Document Category	Document Name	Type	ID	Upload Date
Plan for Liability Insurance	Letter_of_Intent_to_Bind_Coverage_-_Sparkboro_Corp.pdf	pdf	5e960fb62eba6d38ef167468	04/14/2020
Business Plan	SPARKBORO Cultivation Business Plan_071320 (1).pdf	pdf	5f11ece27b30b674269a77a2	07/17/2020
Proposed Timeline	Updated 7-30-2020 Proposed Timeline Sparkboro Egremont.pdf	pdf	5f22f2f4a3272a742d1c4322	07/30/2020

OPERATING POLICIES AND PROCEDURES

Policies and Procedures Documentation:

Document Category	Document Name	Type	ID	Upload Date
Storage of marijuana	Storage - Sparkboro Corp. - Cultivation.pdf	pdf	5e72730e81ed8a355b8d51ab	03/18/2020
Security plan	Security Plan - Sparkboro Corp. - Cultivation.pdf	pdf	5e727310554b033566ccd205	03/18/2020
Restricting Access to age 21 and older	Restricting Access to age 21 or older - Sparkboro Corp. - Cultivation.pdf	pdf	5e7273122b97cf38fa3725eb	03/18/2020
Prevention of diversion	Prevention of Diversion - Sparkboro Corp. - Cultivation.pdf	pdf	5e7273141cdd2e3910a4f74b	03/18/2020
Transportation of marijuana	Transportation of Marijuana - Sparkboro Corp. - Cultivation.pdf	pdf	5e7273431cdd2e3910a4f74f	03/18/2020
Quality control and testing	Quality Control and Testing - Sparkboro Corp. - Cultivation.pdf	pdf	5e727345f0445c357cb03dcf	03/18/2020
Record Keeping procedures	Record Keeping Procedures - Sparkboro Corp. - Cultivation.pdf	pdf	5e72737681ed8a355b8d51b3	03/18/2020
Personnel policies including background checks	Personnel Policies Including Background Checks - Sparkboro Corp. - Cultivation .pdf	pdf	5e727377961ad539052ba9cd	03/18/2020
Maintaining of financial records	Maintaining of Financial Records - Sparkboro Corp. - Cultivation.pdf	pdf	5e727379d29ad935715934f8	03/18/2020
Qualifications and training	Qualifications and Training - Sparkboro Corp. - Cultivation.pdf	pdf	5e7273925f1da0353e2af8e6	03/18/2020
Policies and Procedures for	FINAL Operational Plan for Cultivation -	pdf	5e9610da5f1da0353e2b4ee6	04/14/2020

cultivating.	Sparkboro Corp. - Cultivation.pdf			
Inventory procedures	Inventory Procedures - Sparkboro Corp. - Cultivation (2).pdf	pdf	5ea85adc7d78332d19fc58a4	04/28/2020
Diversity plan	7-30-2020 Updated Cultivation - Sparkboro Corp. - Diversity Plan.pdf	pdf	5f22f348c124977059ce893e	07/30/2020

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

ADDITIONAL INFORMATION NOTIFICATION

Notification:

COMPLIANCE WITH POSITIVE IMPACT PLAN

No records found

COMPLIANCE WITH DIVERSITY PLAN

No records found

HOURS OF OPERATION

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

Host Community Agreement Certification Form

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

Applicant

I, Stephen Pennisi, President, (*insert name*) certify as an authorized representative of Sparkboro Corp. (*insert name of applicant*) that the applicant has executed a host community agreement with Town of Egremont (*insert name of host community*) pursuant to G.L.c. 94G § 3(d) on February 4, 2020 (*insert date*).



Signature of Authorized Representative of Applicant

Host Community

I, Tamara Pollard Town Counsel for Town of Egremont, (*insert name*) certify that I am the contracting authority or have been duly authorized by the contracting authority for Town of Egremont (*insert name of host community*) to certify that the applicant and Town of Egremont (*insert name of host community*) has executed a host community agreement pursuant to G.L.c. 94G § 3(d) on February 4, 2020 (*insert date*).



Signature of Contracting Authority or
Authorized Representative of Host Community

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, Steve Pennisi, (insert name) attest as an authorized representative of Sparkboro Corp. (insert name of applicant) that the applicant has complied with the requirements of 935 CMR 500 and the guidance for licensed applicants on community outreach, as detailed below.

1. The Community Outreach Meeting was held on March 13, 2020 (insert date).
2. A copy of a notice of the time, place, and subject matter of the meeting, including the proposed address of the Marijuana Establishment, was published in a newspaper of general circulation in the city or town on 02/28/2020 (insert date), which was at least seven calendar days prior to the meeting. A copy of the newspaper notice is attached as Attachment A (please clearly label the newspaper notice in the upper right hand corner as Attachment A and upload it as part of this document).
3. A copy of the meeting notice was also filed on 02/28/2020 (insert date) with the city or town clerk, the planning board, the contracting authority for the municipality, and local licensing authority for the adult use of marijuana, if applicable. A copy of the municipal notice is attached as Attachment B (please clearly label the municipal notice in the upper right-hand corner as Attachment B and upload it as part of this document).
4. Notice of the time, place and subject matter of the meeting, including the proposed address of the Marijuana Establishment, was mailed on 02/28/2020 (insert date), which was at least seven calendar days prior to the community outreach meeting to abutters of the proposed address of the Marijuana Establishment, and residents within 300 feet of the property line of the petitioner as they appear on the most recent applicable tax list, notwithstanding that the land of any such owner is located in another city or town. A copy of one of the notices sent to abutters and parties of interest as described in this section is attached as Attachment C (please clearly label the municipal notice in the upper right hand corner as Attachment C and upload it as part of this document; please only include a copy of one notice and please black out the name and the address of the addressee).

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

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13 on said plan; one hundred twenty (120) feet;

Bounded northerly by Lot No. 9 on said plan, fifty-seven and twenty-five one-hundredths (57.25) feet

The said premises are hereby conveyed subject to the rights excepted and reserved to the grantors in deed of Pittsfield Industrial Development Company to Francis J. Quirico dated June 4, 1938 and recorded in said Registry of Deeds in Book 480, Page 304&c, in which deed the said rights are described as follows:

Subject to the right of the grantor herein, its successor and assigns, to maintain a surface water drain twenty-four (24) inches in diameter located five (5) feet from the easterly line of the above described lot through its whole length.

Subject also to the right of said grantor, its successors and assigns and to the City of Pittsfield, its officers, employees, and agents to enter said premises for the purpose of maintaining, replacing and repairing said drain, causing as little damage as reasonably possible in doing so.

Being all and the same premises conveyed to the mortgagors herein by deed of Anthony P. Dizenzo and Carolyn B. Dizenzo, Trustees of the Dizenzo Family Nominee Trust, dated September 15, 2006 and recorded on October 24, 2006 in the Berkshire Middle District Registry of Deeds in Book 3651, Page 141.

For mortgagor's title see deed recorded with the Berkshire County (Middle District) Registry of Deeds in Book 3651, Page 141.

The premises will be sold subject to any and all unpaid taxes and other municipal assessments and liens, and subject to prior liens or other enforceable encumbrances of record entitled to precedence over this mortgage, and subject to and with the benefit of all easements, restrictions, reservations and conditions of record and subject to all tenancies and/or rights of parties in possession.

Terms of the Sale: Cash, cashier's or certified check in the sum of \$5,000.00 as a deposit must be shown at the time and place of the sale in order to qualify as a bidder (the mortgage holder and its designee(s) are exempt from this requirement); high bidder to sign written Memorandum of Sale upon acceptance of bid; balance of purchase price payable in cash or by certified check in thirty (30) days from the date of the sale at the offices of mortgagee's attorney, Korde & Associates, P.C., 900 Chelmsford Street, Suite 3102, Lowell, MA 01851 or such other time as may be designated by mortgagee. The description for the premises contained in said mortgage shall control in the event of a typographical error in this publication.

Other terms to be announced at the sale.

Arvest Central Mortgage Company f/k/a Central Mortgage Company

This Draft Plan is available for inspection by the public in two locations: (1) at the principal office of the PHA, located at 65 Columbus Avenue, Pittsfield, MA; and (1) at the main branch of the Berkshire Athenaeum (Pittsfield Public Library) located at 1 Wendell Avenue, Pittsfield, MA.

Both the PHA main office and the Pittsfield Public Library is wheelchair accessible. Reasonable accommodations will be provided to persons requesting assistance. The Annual Public Housing Agency Plan is scheduled to be submitted, to the U.S. Department of Housing and Urban Development (HUD), on March 10, 2020.

Prior to this submission, on March 10, 2020 at 11:30 A.M., a Public Hearing will be held to accept oral or written comments. This Public Hearing is scheduled to occur in the Community Room at the Main Office located at 65 Columbus Avenue, Pittsfield, MA. This location is wheelchair accessible. Anyone wishing further information on the PHA's Plan should contact the Authority. The telephone number for the PHA is (413) 443-5936.

Lucille J. Reilly, Chairwoman
Sharon A LeBarnes,
Executive Director
Pittsfield Housing Authority
EOE
February 28, 2020

AD# 46919
02/28/2020

NOTICE BY PUBLICATION OF PETITION APPOINTMENT OF GUARDIAN DOCKET NUMBER 20GU0003PT

COMMONWEALTH OF
MASSACHUSETTS
Berkshire County Juvenile Court
190 North Street
Pittsfield, MA 01201
(413)443-8533

TO: Noelle H Candelari, Mother of
Makayla Lynn Candelari (DOB
12/11/02) born in Pittsfield, MA

WHEREAS, James Law, III has filed in this court a petition seeking the appointment of a guardian for the following minor child(ren), with custody of said Child(ren)

Makayla Lynn Candelari

You are hereby NOTIFIED that a hearing is scheduled in this court on the following date and time:
03/27/2020 at 09:00 AM

You may bring an attorney with you. If you have a right to an attorney and if the court determines that you are indigent, the court will appoint an attorney to represent you.

If you fail to appear, the court may proceed with a hearing on the merits of the petition and an adjudication of this matter.

For further information call the Office of the Clerk-Magistrate at (413)443-8533.

WITNESS:
Hon. Joan M McMenemy
FIRST JUSTICE
DATE ISSUED 02/14/2020
William J. Larkin
CLERK-MAGISTRATE/

appointment of a guardian for the following minor child(ren), with custody of said Child(ren)

Tyler John Candelari

You are hereby NOTIFIED that a hearing is scheduled in this court on the following date and time:
03/27/2020 at 09:00 AM

You may bring an attorney with you. If you have a right to an attorney and if the court determines that you are indigent, the court will appoint an attorney to represent you.

If you fail to appear, the court may proceed with a hearing on the merits of the petition and an adjudication of this matter.

For further information call the Office of the Clerk-Magistrate at (413)443-8533.

WITNESS:
Hon. Joan M McMenemy
FIRST JUSTICE
DATE ISSUED 02/14/2020
William J. Larkin
CLERK-MAGISTRATE/
ASST. CLERK

AD# 46914
02/28/2020

Notice is hereby given that a Community Outreach Meeting for a proposed Marijuana Establishment is scheduled for Friday, March 6, 2020, at 3:15 pm at The Berkshire Athenaeum, Pittsfield Public Library, One Wendell Avenue, Second Floor, Pittsfield, MA. The proposed product manufacturing and retail establishments are to be collocated at 68 Dalton Avenue, Pittsfield, MA. There will be an opportunity for the public to ask questions.

AD# 46918
02/28/2020

Notice is hereby given that a Community Outreach Meeting for a proposed Marijuana Establishment is scheduled for March 13, 2020 at 6 pm at Egremont Town Hall, 171 Egremont Plain Road, Egremont, MA 01258. The proposed Marijuana Manufacturing, Cultivation and Transportation Establishment is anticipated to be located at 17 Sky Farm Road, Egremont 01258. There will be an opportunity for the public to ask questions.

Please note that this notice supersedes and replaces the prior notice for a community outreach meeting on March 6, 2020. No retail marijuana establishment is being proposed for this location. Please forgive the error and any confusion the prior notice may have caused.

AD# 46915
02/28/2020

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 Shawn O'Shea and Jean-Marie O'Shea f/k/a Jean-Marie Smith to Mortgage Electronic Registration Systems, Inc., as nominee for Countrywide Home Loans Inc. dated July 16, 2005 and recorded in the Berkshire County (Middle District) Registry of Deeds in Book 3278, at Page 320, of which mortgage MTGLQ

as further assigned by Assignment of Mortgage from U.S. Bank Trust National Association, as Trustee of the Bungalow Series F Trust to MTGLQ Investors, L.P., dated November 19, 2018 and recorded in said Registry of Deeds in Book 6318, at Page 242, for breach of the conditions of said mortgage and for the purpose of foreclosing the same will be sold at Public Auction at 12:00 o'clock P.M. on the 19th day of March, 2020 on the mortgaged premises located at 141 Onota Street, Pittsfield, Berkshire County, Massachusetts, all and singular the premises described in said mortgage, to wit:

Certain real estate situated on the west side of Onota Street, in Pittsfield, said Berkshire County: Beginning in the westerly line of Onota Street at the northeasterly corner of Lot No. 2 as described on Plan of Building Lots of Emil Taubert, recorded in the Registry of Deeds in said Pittsfield in Book 337, Page 633; thence westerly on the north line of said Lot No. 2 about 116.20 feet; thence southerly on the west line of said Lot No. 2, 49 1/2 feet; thence easterly in a line parallel with the first mentioned bound to the west line of Onota Street; thence northerly in the west line of said Onota Street 49.74 feet to the place of beginning. Being the same premises conveyed to the herein named grantor(s) by deed recorded with the Berkshire Registry of Deeds in Book 2502, Page 96.

In the event of any typographical error and/or discrepancy between the legal description set forth herein in the legal description of the premises, the description as set forth and contained in the mortgage shall control by reference.

The Mortgagee reserves the right to postpone the sale to a later date by public proclamation at the time and date appointed for the sale and to further postpone at any adjourned sale date by public proclamation at the time and date appointed for the adjourned sale date.

Said premises will be sold subject to and with the benefit of all restrictions, easements, improvements, outstanding tax titles, mortgages, liens, rights of tenants and parties in possession, unpaid taxes, municipal liens, and other public taxes, assessments or liens, having priority over the mortgage described herein, if any, whether or not reference to such restrictions, easements, improvements, liens or encumbrances is made in the deed or otherwise noticed at the sale.

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



February 27, 2020

To whom it may concern:

Notice is hereby given that a Community Outreach Meeting for a proposed Marijuana Establishment is scheduled for March 13, 2020 at 6 pm at Egremont Town Hall, 171 Egremont Plain Road, Egremont, MA 01258. The proposed Marijuana Manufacturing, Cultivation and Transportation Establishment is anticipated to be located at 17 Sky Farm Road, Egremont 01258. There will be an opportunity for the public to ask questions.

Please note that this notice supersedes and replaces the prior notice for a Community Outreach Meeting on March 6, 2020. No retail marijuana establishment is being proposed for this location. Please forgive the error and any confusion the prior notice may have caused.

Sincerely,

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



February 27, 2020

To whom it may concern:

Notice is hereby given that a Community Outreach Meeting for a proposed Marijuana Establishment is scheduled for March 13, 2020 at 6 pm at Egremont Town Hall, 171 Egremont Plain Road, Egremont, MA 01258. The proposed Marijuana Manufacturing, Cultivation and Transportation Establishment is anticipated to be located at 17 Sky Farm Road, Egremont 01258. There will be an opportunity for the public to ask questions.

Please note that this notice supersedes and replaces the prior notice for a Community Outreach Meeting on March 6, 2020. No retail marijuana establishment is being proposed for this location. Please forgive the error and any confusion the prior notice may have caused.

Sincerely,

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

Office of the Board of Assessors
Town of Egremont

P.O. Box 368
South Egremont, Massachusetts 01258-0368
Email: assessors@egremont-ma.gov
413-528-0182 Ext. 14

Florence F. Browner, Member
Francine Grocner, Member
Susan Turner, Member
Harald M. Scheld, Regional Tax Assessor

Check
1250
2/26/20

20 February 2020

Adrienne Porter
The Mensing Group, LLC
135 Adams Street
Holliston, MA 01746

The following are abutters within 300 feet of 17 Sky Farm Road, Egremont, MA (Map 2 Parcel 874.4), as requested.

There are 8 properties and the fee is \$1.00 per property. Please send a check for \$8 payable to the Town of Egremont.

Map 1, Parcel 760.E
0 Pumpkin Hollow Road

[REDACTED]
[REDACTED]
Pittsfield, MA 01201

Map 2, Parcel 778.B
196 Egremont Plain Road
Map 2, Parcel 874.5
0 Sky Farm Road

[REDACTED]
[REDACTED]
Great Barrington, MA 01230

Map 2, Parcel 874.2
9 Sky Farm Road

[REDACTED]
[REDACTED]
Great Barrington, MA 01230

Map 2, Parcel 874.3
15 Sky Farm Road

[REDACTED]
[REDACTED]
Murfreesboro, TN 37129

Map 2, Parcel 874.6
12 Sky Farm Road
Map 2, Parcel 874.7
10 Sky Farm Road

[REDACTED]
[REDACTED]
Patagonia, AZ 85624

Map 2, Parcel 874.C
0 Pumpkin Hollow Road

[REDACTED]
[REDACTED]
Great Barrington, MA 01230

Office of the Board of Assessors
Town of Egremont

P.O. Box 368

South Egremont, Massachusetts 01258-0368

Email: assessors@egremont-ma.gov

413-528-0182 Ext. 14

Florence F. Browner, Member
Francine Grocner, Member
Susan Turner, Member
Harald M. Scheid, Regional Tax Assessor

Respectfully Submitted,

Francine Grocner Susan Turner

Egremont Board of Assessors

Thursday, November 10, 2016

COMPLETE THIS SECTION ON DELIVERY

A. Signature ☒ Agent ☐ Addressee

B. Received by (Printed Name) [Redacted]

C. Date of Delivery 3/22/2016

D. Is delivery address different from item 1? ☐ Yes ☒ No
If YES, enter delivery address below:

3. Service Type

☐ Priority Mail Express®
☐ Registered Mail™
☐ Registered Mail Restricted Delivery
☒ Adult Signature
☐ Adult Signature Restricted Delivery
☐ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Return Receipt for Merchandise
☐ Signature Confirmation™
☐ Signature Confirmation Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery

100

Domestic Return Receipt

COMPLETE THIS SECTION

Complete items 1, 2, and 3.
 Write your name and address on the reverse so that we can return the card to you.
 Attach this card to the back of the mailpiece, the front if space permits.

Addressed to:

BOARD OF SELECTMEN
 TOWN OF EGREMONT
 P. O. BOX 368
 UTH EGREMONT, MA 01258



590 9402 5185 9122 9983 80

Number (Transfer from service label)

69 1640 0001 7608 6194

3811, July 2015 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature ☒ Agent ☐ Addressee

B. Received by (Printed Name) [Redacted]

C. Date of Delivery 3/22/2016

D. Is delivery address different from item 1? ☐ Yes ☒ No
If YES, enter delivery address below:

3. Service Type

☐ Priority Mail Express®
☐ Registered Mail™
☐ Registered Mail Restricted Delivery
☒ Adult Signature
☐ Adult Signature Restricted Delivery
☐ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Return Receipt for Merchandise
☐ Signature Confirmation™
☐ Signature Confirmation Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery

100

Domestic Return Receipt

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Identification Number (from service label)

MURFREESBORO, TN 37129



9590 9402 5042 9092 3910 57

2. Article Number (Transfer from service label)

7018 3090 0000 6175 6269

PS Form 3811, July 2015 PSN 7530-02-000-9053

SENDER: COMPLETE THIS SECTION

Complete items 1, 2, and 3.
 Print your name and address on the reverse so that we can return the card to you.
 Attach this card to the back of the mailpiece, the front if space permits.

Addressed to:

BARRINGTON, MA 01230



9590 9402 5042 9092 3904 32

Number (Transfer from service label)

7017 3040 0000 8246 9427

3811, July 2015 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature ☒ Agent ☐ Addressee

B. Received by (Printed Name) [Redacted]

C. Date of Delivery 3/22/2016

D. Is delivery address different from item 1? ☐ Yes ☒ No
If YES, enter delivery address below:

3. Service Type

☐ Priority Mail Express®
☐ Registered Mail™
☐ Registered Mail Restricted Delivery
☒ Adult Signature
☐ Adult Signature Restricted Delivery
☐ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Return Receipt for Merchandise
☐ Signature Confirmation™
☐ Signature Confirmation Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery

100

Domestic Return Receipt

COMPLETE THIS SECTION

A. Signature ☒ Agent ☐ Addressee

B. Received by (Printed Name) [Redacted]

C. Date of Delivery 3/22/2016

D. Is delivery address different from item 1? ☐ Yes ☒ No
If YES, enter delivery address below:

3. Service Type

☐ Priority Mail Express®
☐ Registered Mail™
☐ Registered Mail Restricted Delivery
☒ Adult Signature
☐ Adult Signature Restricted Delivery
☐ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Return Receipt for Merchandise
☐ Signature Confirmation™
☐ Signature Confirmation Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery

100

Domestic Return Receipt

SENDER: COMPLETE THIS SECTION

Complete items 1, 2, and 3.
 Print your name and address on the reverse so that we can return the card to you.
 Attach this card to the back of the mailpiece, the front if space permits.

EGREMONT, MA 01230



9590 9402 5042 9092 3903 95

Number (Transfer from service label)

COMPLETE THIS SECTION ON DELIVERY

A. Signature ☒ Agent ☐ Addressee

B. Received by (Printed Name) [Redacted]

C. Date of Delivery 3/22/2016

D. Is delivery address different from item 1? ☐ Yes ☒ No
If YES, enter delivery address below:

3. Service Type

☐ Priority Mail Express®
☐ Registered Mail™
☐ Registered Mail Restricted Delivery
☒ Adult Signature
☐ Adult Signature Restricted Delivery
☐ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Return Receipt for Merchandise
☐ Signature Confirmation™
☐ Signature Confirmation Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery

100

COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, the front if space permits.

1. Article Identification Number (from service label)

BARRINGTON, MA 01230



9402 5042 9092 3910 40

3040 0000 8246 8475

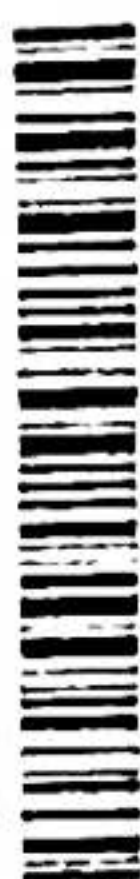
11, July 2015 PSN 7530-02-000-9053

COMPLETE THIS SECTION

Items 1, 2, and 3.
Our name and address on the reverse
We can return the card to you.
this card to the back of the mailpiece,
the front if space permits.
Addressed to:

PLANNING BOARD
TOWN OF EGREMONT
P. O. BOX 368
TOWN OF EGREMONT, MA 01258

90 9402 5185 9122 9983 42



Transfer from service label

1 1640 0001 7608 6187

3811, July 2015 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature ☒ B. Agent
Received by (Printed Name) ☒ C. Date of Delivery
3/17/2015

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

- | | |
|--|---|
| <input type="checkbox"/> Adult Signature Restricted Delivery | <input type="checkbox"/> Priority Mail Express® |
| <input type="checkbox"/> Certified Mail® | <input type="checkbox"/> Registered Mail™ |
| <input type="checkbox"/> Certified Mail Restricted Delivery | <input type="checkbox"/> Registered Mail Restricted Delivery |
| <input type="checkbox"/> Collect on Delivery | <input type="checkbox"/> Return Receipt for Merchandise |
| <input type="checkbox"/> Collect on Delivery Restricted Delivery | <input type="checkbox"/> Signature Confirmation™ |
| <input type="checkbox"/> Collect on Delivery Restricted Delivery | <input type="checkbox"/> Signature Confirmation Restricted Delivery |

Domestic Return Receipt

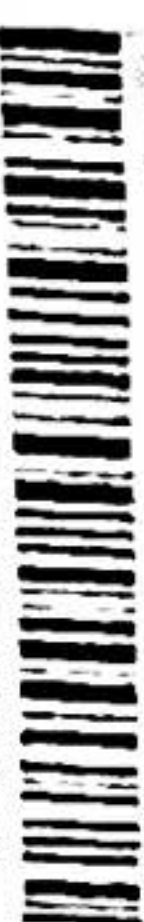
COMPLETE THIS SECTION ON DELIVERY

A. Signature ☒ B. Agent
Received by (Printed Name) ☒ C. Date of Delivery
3/17/2015

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

PITTSFIELD, MA 01201

590 9402 5185 9122 9983 59



Transfer from service label

1 1640 0001 7608 6187

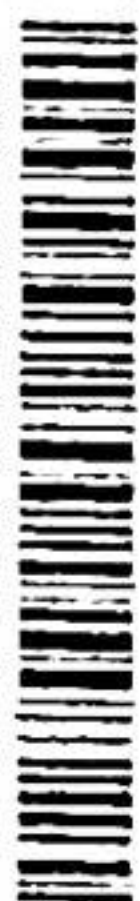
3811, July 2015 PSN 7530-02-000-9053

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

Mary Brazie
Office Administrator
Town of Egremont
P.O. Box 368
South Egremont MA 01258

9590 9402 5185 9122 9983 35



Transfer from service label

1 1640 0001 7608 6170

PS Form 3811, July 2015 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature ☒ B. Agent
Received by (Printed Name) ☒ C. Date of Delivery
3/17/2015

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

- | | |
|--|---|
| <input type="checkbox"/> Adult Signature Restricted Delivery | <input type="checkbox"/> Priority Mail Express® |
| <input type="checkbox"/> Certified Mail® | <input type="checkbox"/> Registered Mail™ |
| <input type="checkbox"/> Certified Mail Restricted Delivery | <input type="checkbox"/> Registered Mail Restricted Delivery |
| <input type="checkbox"/> Collect on Delivery | <input type="checkbox"/> Return Receipt for Merchandise |
| <input type="checkbox"/> Collect on Delivery Restricted Delivery | <input type="checkbox"/> Signature Confirmation™ |
| <input type="checkbox"/> Collect on Delivery Restricted Delivery | <input type="checkbox"/> Signature Confirmation Restricted Delivery |

Domestic Return Receipt

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

TOWN CLERK
TOWN OF EGREMONT
P. O. BOX 368
SOUTH EGREMONT, MA 01258

9590 9402 5185 9122 9983 66



Transfer from service label

1 1640 0001 7608 6221

PS Form 3811, July 2015 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature ☒ B. Agent
Received by (Printed Name) ☒ C. Date of Delivery
3/17/2015

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

- | | |
|--|---|
| <input type="checkbox"/> Adult Signature Restricted Delivery | <input type="checkbox"/> Priority Mail Express® |
| <input type="checkbox"/> Certified Mail® | <input type="checkbox"/> Registered Mail™ |
| <input type="checkbox"/> Certified Mail Restricted Delivery | <input type="checkbox"/> Registered Mail Restricted Delivery |
| <input type="checkbox"/> Collect on Delivery | <input type="checkbox"/> Return Receipt for Merchandise |
| <input type="checkbox"/> Collect on Delivery Restricted Delivery | <input type="checkbox"/> Signature Confirmation™ |
| <input type="checkbox"/> Collect on Delivery Restricted Delivery | <input type="checkbox"/> Signature Confirmation Restricted Delivery |

Domestic Return Receipt

DER: COMPLETE THIS SECTION

Complete items 1, 2, and 3.
Print your name and address on the reverse
so that we can return the card to you.
Attach this card to the back of the mailpiece,
on the front if space permits.

GT BARRINGTON, MA 01230

9590 9402 5042 9092 3904 56

Form 3811, July 2015 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature ☒ Agent ☐ Addressee
B. Received by (Printed Name) ☐ C. Date of Delivery
D. Is delivery address different from item 1? ☐ Yes ☐ No
If YES, enter delivery address below:

3/5/20

3. Service Type
☐ Adult Signature
☐ Adult Signature Restricted Delivery
☐ Certified Mail
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery
☐ Insured Mail
☐ Insured Mail Restricted Delivery

☐ Priority Mail Express®
☐ Registered Mail™
☐ Registered Mail Restricted Delivery
☐ Return Receipt for Merchandise
☐ Signature Confirmation™
☐ Signature Confirmation Restricted Delivery

Domestic Return Receipt

COMPLETE THIS SECTION ON DELIVERY

A. Signature ☒ Agent ☐ Addressee
B. Received by (Printed Name) ☐ C. Date of Delivery
D. Is delivery address different from item 1? ☐ Yes ☐ No
If YES, enter delivery address below:

3/2/20

GT BARRINGTON MA 01230

9590 9402 5042 9092 3920 30

Form 3811, July 2015 PSN 7530-02-000-9053

SENDER: COMPLETE THIS SECTION

Complete items 1, 2, and 3.
Print your name and address on the reverse
so that we can return the card to you.
Attach this card to the back of the mailpiece,
or on the front if space permits.

PATAGONIA, AZ 85624

9590 9402 5042 9092 3904 49

Form 3811, July 2015 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature ☒ Agent ☐ Addressee
B. Received by (Printed Name) ☐ C. Date of Delivery
D. Is delivery address different from item 1? ☐ Yes ☐ No
If YES, enter delivery address below:

3/5/20

3. Service Type
☐ Adult Signature
☐ Adult Signature Restricted Delivery
☐ Certified Mail
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery
☐ Insured Mail
☐ Insured Mail Restricted Delivery

☐ Priority Mail Express®
☐ Registered Mail™
☐ Registered Mail Restricted Delivery
☐ Return Receipt for Merchandise
☐ Signature Confirmation™
☐ Signature Confirmation Restricted Delivery

Domestic Return Receipt

COMPLETE THIS SECTION ON DELIVERY

A. Signature ☒ Agent ☐ Addressee
B. Received by (Printed Name) ☐ C. Date of Delivery
D. Is delivery address different from item 1? ☐ Yes ☐ No
If YES, enter delivery address below:

3/5/20

South Egremont MA 01258

9590 9402 5185 9122 9983 73

Form 3811, July 2015 PSN 7530-02-000-9053

SENDER: COMPLETE THIS SECTION

Complete items 1, 2, and 3.
Print your name and address on the reverse
so that we can return the card to you.
Attach this card to the back of the mailpiece,
or on the front if space permits.

Public Records Access Officer
Town of Egremont
P.O. Box 368

9590 9402 5185 9122 9983 73

7019 1640 0001 7508 6200

Form 3811, July 2015 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature ☒ Agent ☐ Addressee
B. Received by (Printed Name) ☐ C. Date of Delivery
D. Is delivery address different from item 1? ☐ Yes ☐ No
If YES, enter delivery address below:

3/5/20

3. Service Type
☐ Adult Signature
☐ Adult Signature Restricted Delivery
☐ Certified Mail
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery
☐ Insured Mail
☐ Insured Mail Restricted Delivery

☐ Priority Mail Express®
☐ Registered Mail™
☐ Registered Mail Restricted Delivery
☐ Return Receipt for Merchandise
☐ Signature Confirmation™
☐ Signature Confirmation Restricted Delivery

Domestic Return Receipt

COMPLETE THIS SECTION ON DELIVERY

A. Signature ☒ Agent ☐ Addressee
B. Received by (Printed Name) ☐ C. Date of Delivery
D. Is delivery address different from item 1? ☐ Yes ☐ No
If YES, enter delivery address below:

3/5/20

PLAN TO REMAIN COMPLIANT WITH LOCAL ZONING

17 Sky Farm Road; Assessor Map 2, Lot 874.4; General Zoning District.

Sparkboro Wellness proposed Marijuana Cultivation Establishment is within the General District Zone and shall be permitted under, and remain compliant with, the Town of Egremont's zoning and general bylaws.

Since 1997 the subject site consisting of eight acres has been utilized by the Berkshire Veneer Company, a wholesaler and retailer, of veneer products for the furniture industry, in a large commercial structure that Sparkboro shall also utilize for its cultivation and production facility.

As of April of 2020, the Town of Egremont has not enacted a zoning bylaw amendment that is specific to Adult Use/Recreational Marijuana Establishments and permits for such uses may be pursued as-of-right or, in the event of expansion, alteration or change of a current use, by special permit from the ZBA pursuant to Section 4.3 of the zoning bylaw, special permit by ZBA for change of use or structures.

Section 4.3 on Regulations Applying to All Districts, states that existing structures or uses may be altered to another use by special permit from the Zoning Board of Appeals so long as the alteration is not more detrimental to the neighborhood than the existing use. Sparkboro's cultivation and production facility will be a production operation that will not impact the area in any manner beyond any impact created by the current production operation for furniture veneer products. The location on Sky Farm road is within a 2011 subdivision with historical commercial uses in the Town. All cultivation and production will be conducted inside the existing production structure and ample parking is available on the eight-acre locus. The subject site meets the Intensity Regulations set forth in Section 4.1.2 of the Bylaw.

The Egremont ZBA previously issued a special permit for an adult use marijuana establishment in June of 2019 for a recreational marijuana retail use at 71 Main Street, a commercial building also located in the General District Zone.

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

Sparkboro Corp. - Cultivation

POSITIVE IMPACT PLAN

Goals: Provide financial support to New England Veterans Alliance (“NEVA”) because it is an entity that offers support, education and/or job training to Massachusetts residents disproportionately impacted by the War on Drugs. The amount of this donation will depend on the financial growth and profitability of the company. As sales and profits increase, Sparkboro Corporation (“Sparkboro”) will revisit its program donation goals to consider more generous donations as business allows.

Goal 1: Donate a total of **\$5,000.00 annually** to New England Veterans Alliance.

Program: The donation to be made to New England Veterans Alliance is intended to enhance its ability to cultivate veterans through alternative therapeutic programs. This donation will go towards two programming areas:

1. The Veterans Cultivation Program (VCP) which supports veterans in learning how to cultivate cannabis. The goal of VCP is to help educate the veteran community, to encourage self sustainability through cultivation therapy, and to alleviate the financial burden on veterans while providing a purpose and connection to the local communities and
2. Peer support groups for veterans across New England.

Measurement and Accountability: At the end of each year, Sparkboro will conduct an analysis and create a report on the amounts and percentages of donations and other financial support that the company has given to the program outlined above. Sparkboro will continue to assess the viability and impact of the financial donations made to NEVA by analyzing NEVA’s annual report which will summarize the use of the funds and detail the disproportionately impacted communities where NEVA has implemented programs.

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

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

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



The Commonwealth of Massachusetts
William Francis Galvin

Minimum Fee: \$250.00

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

Articles of Organization

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

Identification Number: 001398666

ARTICLE I

The exact name of the corporation is:

SPARKBORO CORP

ARTICLE II

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

THE CORPORATION IS ORGANIZED TO SEEK A FINAL LICENSE TO (A) CULTIVATE, MANUFACTURE, MARKET, PROMOTE, SELL, DISTRIBUTE AND OTHERWISE PROVIDE PRODUCTS CONTAINING CANNABIS, PRODUCTS THAT ENABLE PERSONS TO CONSUME CANNABIS, AND OTHER RELATED PRODUCTS, AS A MARIJUANA ESTABLISHMENT AS DEFINED IN 935 CMR 50.0, BUT ONLY IN ACCORDANCE WITH THE LAWS OF THE COMMONWEALTH OF MASSACHUSETTS; (B) ENGAGE IN ALL ACTIVITIES INCIDENTAL THERETO; AND (C) ENGAGE IN ANY OTHER ACTIVITIES IN WHICH A COMPANY FORMED UNDER THE LAWS OF THE COMMONWEALTH OF MASSACHUSETTS MAY LAWFULLY ENGAGE.

ARTICLE III

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

Class of Stock	Par Value Per Share Enter 0 if no Par	Total Authorized by Articles of Organization or Amendments		Total Issued and Outstanding Num of Shares
		Num of Shares	Total Par Value	
CNP	\$0.00000	200,000	\$0.00	200,000

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

ARTICLE IV

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

ARTICLE V

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

ARTICLE VI

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

6.1 THE NUMBER OF AUTHORIZED SHARES OF ANY CLASS OR SERIES, THE DISTINGUISHING DESIGNATION THEREOF AND THE PREFERENCES, LIMITATIONS, AND RELATIVE RIGHTS APPLICABLE THERETO SHALL BE SET FORTH IN THE ARTICLES OF ORGANIZATION OR ANY AMENDMENT THERETO APPROVED BY THE BOARD OF DIRECTORS. ALL OR A SPECIFIED NUMBER OF DIRECTORS MAY BE ELECTED BY THE HOLDERS OF ONE OR MORE AUTHORIZED CLASSES OR SERIES OF SHARES, AS SET FORTH IN AN AMENDMENT TO THOSE ARTICLES OF ORGANIZATION. AT ANY TIME AFTER THE INITIAL ISSUANCE OF SHARES OF ANY CLASS OR SERIES, THE BOARD OF DIRECTORS MAY RECLASSIFY ANY UNISSUED SHARES OF THE CLASS OR SERIES INTO ONE OR MORE EXISTING OR NEW CLASSES OR SERIES. SHARES OF ANY CLASS OR SERIES MAY BE ISSUED AS A SHARE DIVIDEND IN RESPECT OF SHARES OF ANOTHER CLASS OR SERIES. 6.2 ACTION REQUIRED OR PERMITTED BY CHAPTER 156D OF THE MASSACHUSETTS GENERAL LAWS TO BE TAKEN AT A SHAREHOLDERS MEETING MAY BE TAKEN WITHOUT A MEETING IF THE ACTION IS TAKEN BY SHAREHOLDERS HAVING NOT FEWER THAN THE MINIMUM NUMBER OF SIMILAR VOTES NECESSARY TO TAKE THE ACTION AT A MEETING AT WHICH ALL SHAREHOLDER ENTITLED TO VOTE ON THE ACTION ARE PRESENT AND VOTING. 6.3 IF ANY PROVISION OF CHAPTER 156D OF THE MASSACHUSETTS GENERAL LAWS WOULD OTHERWISE REQUIRE THE AFFIRMATIVE VOTE OF MORE THAN A MAJORITY OF SHARES IN ANY VOTING GROUP FOR FAVORABLE ACTION TO BE TAKEN ON A MATTER, FAVORABLE ACTION MAY NEVERTHELESS BE TAKEN BY VOTE OF A MAJORITY OF ALL THE SHARES IN THE VOTING GROUP ENTITLED TO VOTE ON THE MATTER. 6.4 TO THE MAXIMUM EXTENT PERMITTED BY CHAPTER 156D OF THE MASSACHUSETTS GENERAL LAWS, AS THE SAME EXISTS OR MAY HEREAFTER BE AMENDED, NO DIRECTOR OF THE CORPORATION SHALL BE PERSONALLY LIABLE TO THE CORPORATION FOR MONETARY DAMAGES FOR BREACH OF FIDUCIARY DUTY AS A DIRECTOR, NOTWITHSTANDING ANY PROVISION OF LAW IMPOSING SUCH LIABILITY. NO AMENDMENT TO OR REPEAL OF THE PROVISION OF THIS PARAGRAPH SHALL APPLY TO OR HAVE ANY EFFECT ON THE LIABILITY OR ALLEGED LIABILITY OF ANY DIRECTOR OF THE CORPORATION FOR OR WITH RESPECT TO ANY ACT OR FAILURE TO ACT OF SUCH DIRECTOR OCCURRING PRIOR TO SUCH AMENDMENT OR REPEAL. 6.5 THE NUMBER OF DIRECTORS OF THE CORPORATION SHALL BE FIXED IN OR SPECIFIED IN ACCORDANCE WITH THE BYLAWS. THE CORPORATION MAY HAVE ONLY ONE DIRECTOR, NOTWITHSTANDING THE NUMBER OF SHAREHOLDERS OF THE CORPORATION. 6.6 THE DIRECTORS MAY SPECIFY THE MANNER IN WHICH THE ACCOUNTS OF THE CORPORATION SHALL BE KEPT AND MAY DETERMINE WHAT CONSTITUTES NET EARNINGS, PROFITS AND SURPLUS, WHAT AMOUNTS, IF ANY, SHALL BE RESERVED FOR ANY CORPORATE PURPOSES, AND WHAT AMOUNTS, IF ANY, SHALL BE DECLARED AS DIVIDENDS. UNLESS THE BOARD OF DIRECTORS OTHERWISE SPECIFIES, THE EXCESS OF THE CONSIDERATION FOR ANY SHARE WITH PAR VALUE ISSUED BY IT OVER SUCH PAR VALUE SHALL BE SURPLUS. THE BOARD OF DIRECTORS MAY ALLOCATE TO CAPITAL LESS THAN ALL OF THE CONSIDERATION FOR ANY SHARE WITHOUT PAR VALUE ISSUED BY IT, IN WHICH CASE THE BALANCE OF SUCH CONSIDERATION SHALL BE SURPLUS. ALL SURPLUS SHALL BE AVAILABLE FOR ANY CORPORATE PURPOSE, INCLUDING PAYMENT OF DIVIDENDS. 6.7 THE PURCHASE OR OTHER ACQUISITION BY THE CORPORATION OF ITS OWN SHARES SHALL NOT BE DEEMED A REDUCTION OF ITS CAPITAL. UPON ANY REDUCTION OF CAPITAL OR SHARES, NO SHAREHOLDER SHALL HAVE ANY RIGHT TO DEMAND ANY DISTRIBUTION FROM THE CORPORATION, EXCEPT AS AND TO THE EXTENT THAT THE SHAREHOLDERS SHALL HAVE PROVIDED AT THE TIME OF AUTHORIZING SUCH REDUCTION.

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

ARTICLE VII

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

Later Effective Date: Time:

ARTICLE VIII

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

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

Name: REGISTERED AGENTS, INC.

No. and Street: 82 WENDELL AVENUE

SUITE 100

City or Town: PITTSFIELD

State: MA

Zip: 01201

Country: USA

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

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
PRESIDENT	STEPHEN PENNISI	7 BIRCHBROOK ROAD OSSINING, NY 10562 USA
TREASURER	STEPHEN PENNISI	7 BIRCHBROOK ROAD OSSINING, NY 10562 USA
SECRETARY	STEPHEN PENNISI	7 BIRCHBROOK ROAD OSSINING, NY 10562 USA
DIRECTOR	STEPHEN PENNISI	7 BIRCHBROOK ROAD OSSINING, NY 10562 USA

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

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

TO SEEK FINAL LICENSE AS A MARIJUANA ESTABLISHMENT

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

No. and Street: 180 ELM STREET

SUITE I #340

City or Town: PITTSFIELD

State: MA

Zip: 01201

Country: USA

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

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

City or Town: PITTSFIELD

State: MA

Zip: 01201

Country: USA

which is

☒ its principal office

☐ an office of its transfer agent

☐ an office of its secretary/assistant secretary

☐ its registered office

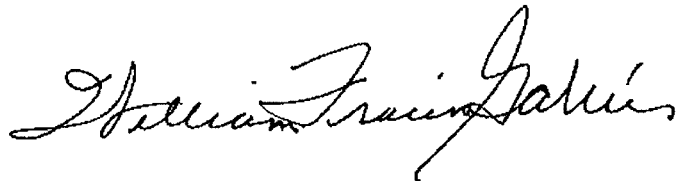
Signed this 21 Day of August, 2019 at 7:58:27 PM by the incorporator(s). *(If an existing corporation is acting as incorporator, type in the exact name of the business entity, the state or other jurisdiction where it was incorporated, the name of the person signing on behalf of said business entity and the title he/she holds or other authority by which such action is taken.)*

STEPHEN PENNISI

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:

August 21, 2019 07:56 PM

A handwritten signature in black ink, reading "William Francis Galvin". The signature is written in a cursive style with a large, prominent "G" at the end.

WILLIAM FRANCIS GALVIN

Secretary of the Commonwealth

BYLAWS AND SHAREHOLDER AGREEMENT

OF

SPARKBORO CORP

(a Massachusetts corporation)

Effective as of August 22, 2019

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

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

This SHAREHOLDER AGREEMENT (this “*Agreement*”) of SPARKBORO CORP, a domestic business corporation organized under the laws of Massachusetts (the “*Company*”), is entered into and made effective as of August 22, 2019 by and among the Company, Stephen Pennisi, a domiciliary of the State of New York, Edwin Perez, a domiciliary of the State of New York, Christopher Saint-Victor, a domiciliary of the State of New Jersey, Edward Sheern, a domiciliary of the State of New York, and all other persons or entities who shall execute and deliver this Agreement or authorized counterparts or facsimiles of the same pursuant to the provisions hereof.

WHEREAS, the Company was organized by the filing of the Articles of Organization of the Company with the Secretary of the Commonwealth of Massachusetts on August 21, 2019 (hereafter, “the Articles of Organization”);

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

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

ARTICLE 1: GENERAL

§1.1 Definitions.

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

§1.2 Overview.

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

§1.3 Principal Office.

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

§1.4 Registered Agent and Office.

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

§1.5 Term.

The Company commenced on August 21, 2019, the date that the Articles of Organization of the Company was filed with the Massachusetts Secretary of Commonwealth and shall continue in existence in perpetuity or until earlier dissolved in accordance with the provisions of this Agreement and the Act.

§1.6 Purpose.

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

§1.7 Names and Addresses of Shareholders.

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

§1.8 Bylaws and the Act.

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

ARTICLE 2: SHAREHOLDERS

§2.1 Annual Meeting.

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

§2.2 Special Meetings.

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

§2.3 Place of Meetings.

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

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

§2.4 Record Date for Purpose of Meetings.

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

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

§2.5 Notice of Meetings.

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

§2.6 Shareholders List for Meeting.

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

§2.7 Quorum.

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

action on that matter. Notwithstanding the foregoing, shareholders, by a majority of the votes properly cast upon the question whether or not a quorum is present, may adjourn any meeting from time to time, and the meeting may be held as adjourned without further notice. A share once represented for any purpose at a meeting is deemed present for quorum purposes for the remainder of the meeting and for any adjournment thereof, unless (a) the shareholder attends solely to object to lack of notice, defective notice, or the conduct of the meeting on other grounds, and does not vote the shares or otherwise consent that they are to be deemed present; or (b) in the case of an adjournment, a new record date is or shall be set for that adjourned meeting.

§2.8 Voting and Proxies.

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

§2.9 Action at Meeting.

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

§2.10 Action without Meeting.

Any action required or permitted to be taken at any meeting of the shareholders may be taken without a meeting by all shareholders entitled to vote on the action, or if the articles of organization so provide, by shareholders having not less than the minimum number of votes necessary to take the action at a meeting at which all shareholders entitled to vote on the action are present and voting, as evidenced by written consents of such shareholders that describe the action taken, are signed by shareholders having the requisite votes, bear the date of the signatures of such shareholders, and are delivered to the Company for inclusion with the records of meetings within 60 days of the date of the earliest dated consent delivered to the Company. The Company must,

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

§2.11 Electronic Action.

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

ARTICLE 3: DIRECTORS

§3. 1 Powers.

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

§3.2 Size of Board.

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

§3.3 Vacancies.

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

§3.4 Tenure.

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

§3.5 Committees.

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

§3.6 Meetings.

Regular meetings of the directors may be held without call or notice at such places and at such times as the directors may from time to time determine. Any or all of the directors may participate in a meeting of the directors or of a committee thereof by, or conduct the meeting through the use of, any means of communication by which all directors participating may simultaneously hear each other during the meeting; and participation by such means shall constitute presence in person at any such meeting.

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

§3.7 Notice of Special Meetings.

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

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

§3.8 Quorum.

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

§3.9 Action at Meeting.

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

§3.10 Action by Consent.

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

§3.11 Director Conflict of Interest.

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

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

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

§3.12 Returns and Other Elections.

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

ARTICLE 4: OFFICERS

1. Enumeration.

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

2. Appointment.

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

3. Vacancies.

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

4. Qualification.

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

5. Tenure.

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

6. Chairman and Vice Chairman of the Board.

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

7. President and Vice President.

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

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

8. Treasurer and Assistant Treasurers.

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

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

9. Secretary and Assistant Secretary.

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

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

10. Other Powers and Duties.

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

ARTICLE 5: REMOVALS AND RESIGNATIONS

1. Resignation.

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

2. Removal of Director.

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

3. Removal of Officer.

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

4. No Right to Compensation.

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

ARTICLE 6: CONFIDENTIALITY AND NON-SOLICITATION

§6.1 Confidentiality.

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

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

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

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

§6.2 Non-Solicitation.

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

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

ARTICLE 7: INDEMNIFICATION

§7.1 General.

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

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

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

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

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

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

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

§7.2. Advance of Expenses.

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

ARTICLE 8: TRANSFER OF SHARES

§8.1 Restrictions on Transfer.

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

§8.2 Bona Fide Offer.

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

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

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

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

§8.3 Involuntary Transfer.

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

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

§8.4 Shareholders Subject to Involuntary Termination or Mandatory Withdrawal.

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

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

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

§8.5 Tag-Along and Drag-Along Rights.

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

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

§8.6 Restrictions Applicable to All Transfers.

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

§8.7 Exception for Estate Planning.

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

ARTICLE 9: ISSUANCE OF SHARES

§9.1 Issuance of Additional Shares.

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

§9.2 Preemptive Rights of Shareholders.

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

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

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

ARTICLE 10: MISCELLANEOUS PROVISIONS

§10.1 Notices.

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

§10.2 Fiscal Year.

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

§10.3 Further Assurances.

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

§10.4. Execution of Instruments.

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

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

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

§10.3 Waivers.

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

§10.4 Rights and Remedies Cumulative; Creditors.

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

§10.5 Construction.

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

§10.6 Amendment.

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

§10.7 Implementation of Agreement.

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

§10.8 Severability.

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

§10.9 Heirs, Successors and Assigns.

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

§10.10 Governing Law.

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

§10.11 Dispute Resolution.

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

§10.12 Code and Treasury Regulation References.

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

§10.13 Counterparts.

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

[Signature Page Follows]

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

SPARKBORO WELLNESS CORP:



By: Stephen Pennisi
President

SHAREHOLDERS:



By: Stephen Pennisi
Shareholder



By: Edwin Perez
Shareholder



By: Christopher Saint-Victor
Shareholder



By: Edward Sheern
Shareholder

SCHEDULE A
BYLAWS AND SHAREHOLDER AGREEMENT
OF
SPARKBORO CORP

CAPITALIZATION TABLE

Name	Capital Contribution	Number of Shares	Percentage Interest
Stephen Pennisi			
Edwin Perez			
Christopher Saint-Victor			
Edward Sheern			
Total		200,000	100

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

SCHEDULE B
BYLAWS AND SHAREHOLDER AGREEMENT
OF
SPARKBORO CORP

DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



Signature of Agent

4/7/2020

Date

Name:

Stephen Pennisi

Title:

President

Entity:

Sparkboro Corp.



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

William Francis Galvin
Secretary of the
Commonwealth

Date: June 26, 2020

To Whom It May Concern :

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

SPARKBORO CORP

is a domestic corporation organized on **August 21, 2019** , under the General Laws of the Commonwealth of Massachusetts. I further certify that there are no proceedings presently pending under the Massachusetts General Laws Chapter 156D section 14.21 for said corporation's dissolution; that articles of dissolution have not been filed by said corporation; that, said corporation has filed all annual reports, and paid all fees with respect to such reports, and so far as appears of record said corporation has legal existence and is in good standing with this office.



In testimony of which,

I have hereunto affixed the

Great Seal of the Commonwealth

on the date first above written.

William Francis Galvin

Secretary of the Commonwealth

Certificate Number: 20060550390

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

Processed by: bod



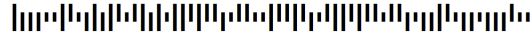
Commonwealth of Massachusetts
Department of Revenue
Geoffrey E. Snyder, Commissioner

mass.gov/dor

Letter ID: L0592632384
Notice Date: June 26, 2020
Case ID: 0-000-384-651



CERTIFICATE OF GOOD STANDING AND/OR TAX COMPLIANCE



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

Why did I receive this notice?

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

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

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

What if I have questions?

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

Visit us online!

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

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

Edward W. Coyle, Jr., Chief
Collections Bureau



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

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

RE: Sparkboro Corp.

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

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

Best Regards,

James Boynton

James Boynton
Managing Broker
MA Insurance License #1842496

SPARKBORO CORPORATION

Cultivation Summary Business Plan for the Town of Egremont



SPARKBORO

Executive Summary

Sparkboro Corporation



Mission

Our mission is to establish an innovative cannabis brand with competitive industry pricing that creates the highest quality cannabis for use as flower, as raw materials for concentrates, and for the production of high quality infused products while protecting regulatory guidelines, promoting local authorities and as a trusted employer creating many local jobs within Egremont, MA.

Vision

Our vision is to become a stable and profitable cannabis company with expansion capacity to grow our business while sharing our prosperity with our local communities.

Scope and Goals

Sparkboro is a new company in the Massachusetts cannabis market with a secured cultivation facility location in Egremont, Massachusetts. Our intent initially is to operate the facility to produce and sell high-grade cannabis in the wholesale market to dispensary operators and to edible manufacturers. Sparkboro seeks to extend its reach vertically into the retail market with an HCA with the Town of Williamstown. Our wish is to continue additional retail expansion into North Adams, MA. After many successes, Sparkboro intends to expand in Egremont by constructing additional cultivation space and begin a concentrate extraction lab combined with a MIP kitchen.

Sparkboro has engaged in an agreement for control of the Egremont property at **17 Sky Farm Rd.** Our plan are to retrofit an existing building to create a cannabis cultivation facility pursuant to local approval and a Final Certificate of Registration issued by the Cannabis Control Commission (“CCC”) of the State of Massachusetts.

Our goal is to build a successful and recognizable brand in a rapidly growing industry. At the same time, our wish to be fully compliant with all state and local laws and regulations within each community we operate.

Executive Team

Our team is a well-motivated group of accomplished individuals working together to make Sparkboro Corporation successful. The current executive team members are Steve Pennisi, Dr. Edward Sheern, Edwin Antonio Perez, and Christopher Saint-Victor. Our well versed team consists of professionals in healthcare, management, technology, cultivation, and more.

The Founders

Steve Pennisi

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

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

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

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

Dr. Edward Sheern

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

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

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

Edwin Antonio Perez

Edwin is a respected, well-known multi-business owner in New York and Pennsylvania. In 20+ years, Edwin has amassed experience owning and operating pharmacies and other companies that cater to and assist the people in the community in which they serve.

Edwin commenced his entrepreneurial career in 2004 when he opened his first pharmacy while working towards a Bachelor of Science in Business Administration. Soon after graduating, he opened a second pharmacy. Along with his growing pharmacy business, he consulted for Centro Medico, a Dominican clinic in Washington Heights and managed two Group Purchasing Organizations that totaled over \$50 million each. Throughout his many business transactions, Edwin has focused on acquiring more buying power to ensure he and his community have access to fair pricing.

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

In 2018, Edwin added to his growing portfolio by opening Tenth Avenue, a restaurant/lounge. His reputation within the community paved the way to Community Board 12 in NYC granting him a full liquor license. Edwin's growing business acumen has led him to research and invest in his next venture: hemp and cannabis production. In 2019, Edwin acquired two hemp farms. He

hopes to add Cannabis production in the near future and to continue to serve the underserved via access to affordable and trustworthy products and services.

Market

Our end consumers are recreational cannabis users that want quality flower, 3rd party-extracts, and delicious edibles. Sparkboro intends to create proprietary strains that will further add to our popularity and pull in additional consumer support. Overall demand for cannabis is increasing as the industry is just getting started.

Across The Nation

In 2018, twenty-one states considered legalization bills. As of today, eleven states and the District of Columbia have legalized cannabis for recreational adult-use, and thirty-three states have legalized cannabis for medicinal purposes, illustrating the increasing acceptance throughout the United States and the potential market opportunity presented by a regulated industry. In 2016, the legal cannabis industry generated \$7.2 billion in revenue and it is estimated that by 2025, the cannabis industry will exceed \$24 billion in annual economic activity.



Massachusetts Market

Massachusetts’ adult-use market potential stands at \$1.8 to \$2.0 billion, based on the analysis of the Massachusetts market relative to Colorado, which is generally accepted as the most established, regulated adult-use market in the United States. Colorado sales per resident were \$269 in 2017 and grew slightly to \$272 in 2018, indicating the signs of a maturing market. Projecting that per capita number onto Massachusetts’ 6.9 million population yields a \$1.875B market. Furthermore, considering Massachusetts’ 8.45% higher income, the state’s market potential exceeds \$2.0 billion.

Massachusetts Sales Projections

The chart above shows the progression of cannabis sales in Colorado. As you can see, Colorado began to plateau within four years. And we anticipate Massachusetts will follow a similar trajectory.

Competition

Direct competitors for Sparkboro cultivation include any current Massachusetts cannabis cultivation location in operation. We believe there is room for healthy competition. The quality and caliber of our products will speak for themselves. Massachusetts wholesale cannabis is in short supply under heavy consumer demand. Some of the current operators are:

NAME	LOCATION	LICENSED
Temescal Wellness	141 SW Cutoff, Worcester, MA 01604	Cultivation, Tier 2 Product Manufacturer
Berkshire Roots	501 Dalton Avenue, Pittsfield, MA 01201	Cultivation, Tier 2 Product Manufacturer
Mass Alternative Care, Inc.	1247 E Main St., Chicopee, MA 01020	Cultivation, Tier 3 Product Manufacturer
Alternative Therapies Group	10 Industrial Way, Amesbury, MA 01913	Cultivation, Tier 5 Product Manufacturer
I.N.S.A.	122 Pleasant Street, Easthampton, MA 01027	Cultivation, Tier 7 Product Manufacturer
Revolutionary Clinics	1 Oak Hill Road, Unit B, Fitchburg, MA 01420	Cultivation, Tier 8 Product Manufacturer
RISE Holdings, Inc.	28 Appleton Street, Holyoke, MA 01040	Cultivation, Tier 11 Product Manufacturer

Cultivation Products

Sparkboro intends to produce marijuana to sell on the wholesale market. The marijuana comes in several forms of distribution. Sparkboro allows wholesalers to white label the marijuana. Sparkboro offers a branded line of marijuana flower and pre rolls. While the future is unknown, there is a potential for Sparkboro to offer marijuana concentrates and marijuana infused products. Examples of marijuana strains which may be cultivated can be viewed in Appendix 1 after the business summary page.

Marijuana Flower

The two main types of marijuana that appear on distribution menus are popularly known as Cannabis Sativa and Cannabis Indica. Cannabis Sativa strains generally leans toward a racier cerebral effect leaving users feeling energized and uplifted. We tend to think of Cannabis Indica strains as being more sedating and relaxing, with full-body effects that “lock” you to the couch. A new version of cannabis is

a hybrid. Hybrids were developed to manage the key characteristics of the parent strains toward the desirable user's effect. This blend of both Sativa and Indica permits users to choose how they want to feel or what physical symptoms to manage.

Marijuana flower is sold as both bulk product and pre-rolls. Pre-rolls consist of ground up flower delivered in a cigarette type paper container. Pre-rolls can be shipped as an individual item or in a pack of a predetermined quantity.

Product Quality and Testing

Sparkboro uses stringent quality requirements and testing procedures to ensure high quality and safe products are available to the consumer. No products leave the cultivation facility without passing certification test from a state qualified testing laboratory.

Quality Control (QC) Samples

Field duplicate samples are collected at least annually, and one for every twenty field samples of the solid samples collected verify field and laboratory procedures. Duplicate samples are collected and analyzed for each analytical method performed on the samples. Duplicate samples are not identified to the laboratory to maintain a blind quality control process. Blank samples are required to provide relevant information on the potential positive bias on any positive results in field samples.

Water Samples

The water quality is sampled regularly for use in solids-based cultivation. Water analysis records maintained by Sparkboro are available to inspectors to demonstrate adequate analysis of the water

Marijuana Testing

Sparkboro has accepted a testing services agreement to partner with MCR Labs, LLC in compliance with Massachusetts marijuana regulatory testing. Marijuana samples are taken according to a specified process. For homogenous production batches, Sparkboro will thoroughly mix the product, withdraw amount sufficient for evaluation as determined by MCR Labs or any other qualified laboratory and then submit to laboratory for analysis. Non-Homogenous production batches are handled slightly different. Sparkboro will mix the product to the degree possible, withdraw an amount from at least 3 subsample areas for batch quantities less than 1 kg, 5 subsamples for batches 1-5 kg and 10 subsamples for batches greater than 5 kg. Each subsample is to be aggregated into an amount sufficient to perform a composite evaluation. After preparation, Sparkboro shall submit the sample to the laboratory for analysis. All testing results shall be reported as required by the regulatory commission.

Definitions

Production batch means a batch of finished plant material, cannabis resin, cannabis concentrate or marijuana-infused product made at the same time, using the same methods, equipment and ingredients. The licensee shall assign and record a unique, sequential alphanumeric identifier to each production batch for the purposes of production tracking, product labeling and product recalls. All production batches shall be traceable to one or more cannabis or marijuana cultivation batches.

All marijuana is tested for the cannabinoid profile and for contaminants, including but not limited to mold, mildew, heavy metals, plant-growth regulators, and non-organic pesticides in compliance with CCC regulations and protocols. All testing records are maintained for at least two years. In the event that testing reveals unacceptable levels of contaminants or undesirable cannabinoid profiles, the Director of Cultivation is responsible for establishing corrective procedures in response to such test results. Sparkboro testing response policy is available to individuals, state representatives, and product wholesalers upon request. Frequency of testing will remain compliant with all CCC protocols and guidance. In collecting samples of marijuana after harvest, agents will:

- ✓ Wear disposable gloves to mitigate the potential for contamination of samples.
- ✓ Ensure that the sampling area is clean and decontaminated and layout any tools and equipment needed.
- ✓ Collect the sample using an appropriate tool and use caution not to touch the sample with hands or allow the sample to touch anything that might cause cross-contamination.
- ✓ Place the sample in the stainless steel bowl or on a decontaminated cutting surface for homogenizing the sample using either the sample collection tool or separate clean, decontaminated implement.
- ✓ Record the time each sample is collected and record any difficulties, inconsistencies with the sampling plan, or other remarks that might be relevant to data analysis or quality assurance.
- ✓ To avoid cross-contamination of samples, any tools or equipment that comes in contact with the finished plant material or other marijuana products shall be cleaned before collecting the next sample.
- ✓ All samples are placed in clean, airtight sample containers that are large enough to hold the prescribed sample quantity with minimal headspace. Sample containers are firmly closed and appropriately labeled.
- ✓ To preserve the chemical and biological composition of the samples, the samples are refrigerated or maintained on ice until shipped to the analytical laboratory within 24 hours.
- ✓ Chain-of-custody paperwork should be completed immediately before shipment to the analytical laboratory.

Samples are properly homogenized before analysis. Laboratory analysis is performed by a laboratory that is:

- Accredited to International Organization for Standardization (ISO) 17025 by a third party accrediting body such as A2LA or ACLASS, or
- Certified, registered, or accredited by an organization approved by the CCC.

Sparkboro will maintain a contractual relationship with an approved testing laboratory. All storage and transportation of testing samples will comply with CCC regulations. Sparkboro ensures all excess marijuana from testing is returned to Sparkboro for proper disposal.

Solid Growing Media Sampling

Sources of solid growing media including soils, must be sampled and analyzed before use in cultivation and, upon any change in the source of solids. Once cleared for use in cultivation, cultivation soils must be sampled and analyzed at least annually and within the quarter that soils are amended. The spatial distribution of samples must be considered to ensure representativeness across the entire cultivation

operation. Sampling and analysis frequency, sample locations, and quality control samples are detailed below and shall comply with all guidance issued by the CCC, and periodically reviewed and amended to ensure such compliance.

Cultivation media will be tested in compliance with CCC protocols. Samples are taken from a sufficient amount of plant containers or unused solid media containers. Sample collection documentation will identify the sample collection date and start time, participating personnel, and a general description of the media and locations sampled. All relevant environmental conditions, a description of the sampling procedures and equipment decontamination or cleaning methods used, and a record of plants or batches that would potentially be impacted should analysis results indicate unacceptable contamination are also recorded. Agents performing sampling will use decontaminated sampling tools and equipment to ensure that samples are not contaminated. Sampling will be in compliance with guidance promulgated by the CCC. All instructions from the analyzing laboratory will be followed in the transportation of samples. MCR Labs provides marijuana sample transportation to the lab.

Source soils will be sampled and analyzed:

- ✓ Prior to use in cultivation;
- ✓ Whenever a new source material is utilized;
- ✓ At a rate of one sample per cubic yard of source soil; or
- ✓ When collected prior to distribution among beds or containers, source soil or solids samples will be taken to best represent the overall source soils (e.g., collected from different areas and depths of a stockpile); or
- ✓ As otherwise may be required by guidance issued by the CCC.

Source soils and solids passing initial testing requirements may be stockpiled for later use without requiring re-analysis unless the stockpile has been contaminated or altered while stored. Situations for re-analysis may include but are not limited to soils that have been amended, mixed with other source soils/solids, used for other purposes, or inundated by flood waters.

Solids tested initially as source soils or solids prior to use in cultivation do not require retesting until the following year or quarter if amended as described below. If amended, the solid growing media/soil used in cultivation will be sampled and analyzed during the quarter in which it was amended.

Cultivation soil and solid samples will be collected to represent the broad range of cultivation units, growth stages, and soil and solid types whether from beds or containers.

Cultivation Soils or Solids:

- Samples shall be analyzed individually as grab samples unless the analysis methods used allow analytical reporting limits to be achieved on composite sample analysis that would demonstrate that any single sample in the composite would not exceed the contaminant limits described later in this protocol. In no case may more than five primary samples be composited into a single sample for analysis. When analyzed as a composite, the laboratory results of the composite must demonstrate that each composite subsample is below the relevant contaminant limits, not just the composite itself. For example if the results of a five sample composite are reported as 1.0 mg/kg, any one subsample (20% of the total composite) could contain up to 5 mg/kg when

accounting for the effective dilution of the other four subsamples (i.e., 1 sample at 5 mg/kg + 4 samples at 0 mg/kg = average of 1 mg/kg).

- Composite samples are not recommended, but are allowable to scale sampling and analysis to fit the cultivation scale and approach. However, use of composite samples to demonstrate compliance would require corrective actions on all individual samples should the composite sample fail to achieve acceptable limits on any target analyses.

A diagram of the cultivation area and the sampling design is maintained on file for review by inspection authorities.

Product Labeling

Through proper training and constant regulatory compliance, Sparkboro understands the importance of proper labeling to avoid acquisition and consumption of marijuana products by unauthorized users. Sparkboro requires all products remain compliant with state mandated labeling requirements. Employee training shall occur on a quarterly basis or as needed to implement additional requirements provided by the CCC.

Marketing & Advertising

The use of authorized digital, media and print platforms is key to the success of Sparkboro. Our marketing plan to wholesale buyer's centers on providing safe and adult focused messages to those intended for our product use. As a wholesale provider of cannabis to concentrate manufacturers, MIP producers and retail locations, Sparkboro intends to deploy limited public driven product messaging. Sparkboro will deploy a brand development advertising campaign. The brand campaign centers on name recognition to establish a competitive advantage. At no time will Sparkboro market in a manner which is deemed deceptive or misleading, to audiences under the age of 21 years old, or in any way that appeals to an audience under the age of 21 years old via promotional giveaways or coupons.

Security Plan

Sparkboro Corporation's security plan implements safety measures that deter unauthorized entry, diversion, theft, and loss of marijuana at the cultivation facility in Egremont, MA. The goal is to also protect the premises, employees, wholesalers and the general public, in a manner that is in accordance to the regulations set by the Massachusetts Cannabis Control Commission ("CCC" or "Commission") including 935 CMR 500.110, and all other applicable laws and regulations. Supply chain security is a priority for all of our employees, especially since they will be the only ones with access to the facility outside of our employees or government officials. Implementing this security plan in cooperation with the local police department addresses any security concerns that may arise. Sparkboro works with qualified third party vendors to finalize and implement security plans.

Security compliance minimally involves:

- Facility Access Controls
- Premises Alarms
- 24 Hour Premises Monitoring

- Exterior Window Inputs
- Perimeter & Interior Cameras
- Perimeter & Interior Door Alarms
- Perimeter & Interior Motion Sensors
- Panic Alarms
- Security Pads
- Local & Remote Video Storage

Further Considerations

All security equipment shall remain in good working order and shall be verified at regular intervals, not to exceed 30 calendar days from the previous inspection and test. Trees, bushes and foliage shall be maintained near the facility to prevent anyone from concealing themselves from sight. All incidents or believed diversion shall be reported to the local authorities immediately and without delay. A more detailed version of the security plan includes information about how we comply with the regulations set by the Cannabis Control Commission, including but not limited to information on buffer zones, incident reporting, emergency protocols, limited access areas, security audits, data security protection, and cash management is to be completed in conjunction with system commissioning.

Staffing

All employees must pass any state required background checks prior to employment and maintain a positive background status during employment. Training of all registered agents will occur in accordance with Sparkboro Policies and Procedures prior to performance of work. Continued or advanced training may be performed by outside consultants to reinforce changes in policy or to introduce new cultivation methodologies. An open door management policy will be enforced to ensure equitable advancement opportunities for each employee. Company-wide the employment positions encompass varied skill sets, educational and unique qualifications.

All employees receive job specific and industry training. Some of the lead roles which require custom training include Cultivation Manager, Packaging Manager, Compliance Officer, Lab Manager, Kitchen Chef, and Transportation Manager.

General training for all employees include, but limited to:

- ✓ Workplace Safety
- ✓ OSHA Training
- ✓ Workplace Hygiene
- ✓ Anti-Diversion
- ✓ Security Policies
- ✓ Pertinent Cannabis Laws
- ✓ Seed to Sale Tracking Software
- ✓ Privacy Policies
- ✓ Emergency Plans

- ✓ Internal Policies

Custom training for specific employees include, but limited to;

- ✓ Cultivation Techniques
- ✓ Equipment Use
- ✓ Equipment Maintenance
- ✓ Accounting Software
- ✓ Manifest Control
- ✓ Building Management System
- ✓ Quality Testing Program
- ✓ Document Control
- ✓ Employee Management
- ✓ Regulatory Guidance

Business Summary

Sparkboro intends to help the Egremont community by creating skilled jobs, injecting new tax dollars, and providing a safe product to the residents. Through careful planning and implementation of the cultivation facility project, Sparkboro launches a premier cannabis brand into a positive and flourishing market. Sparkboro is proud to support contractors and employees of the area by seeking out local providers with availability before extending the search state wide. The experience of Sparkboro founders is certain to catapult the organization into a successful partnership with the Egremont community.

Sparkboro Corporation

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Overview

The strains in this selection will provide consistent, reliable dosing for various personal adult use based on levels of chemical compounds (Cannabinoids) including CBD (Cannabidiol), CBN (Cannabinol), THC (Δ^9 -Tetrahydrocannabinol), and various Terpenes. Many recreational users of cannabis identify their preferred strain through its colloquial name. Sparkboro will encourage consumers to select infused products based on their chemical compounds rather than the name of the strain. Each person will receive individual counseling and extensive education, as needed, on all aspects of cannabis to assist with selecting the most appropriate strains.

Strain 1

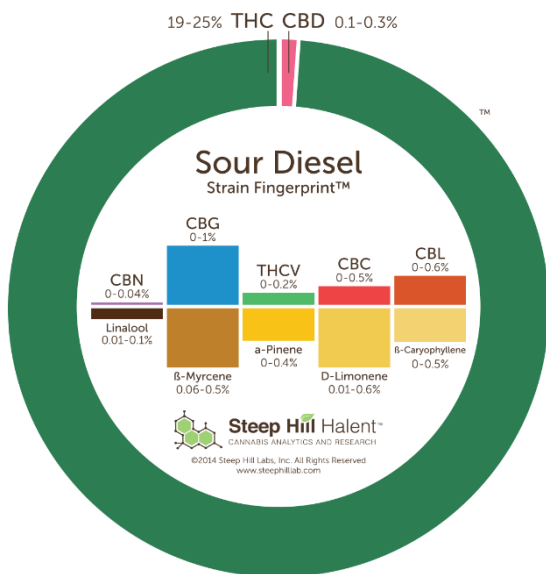
Type: Sour Diesel- *Sativa dominant hybrid 90/10*- Uplifting and energizing strain known for its gassy odor and quick effect. The experience is uplifting, happy and creative making this a perfect match for people needing to medicate during productive hours of the day. Great for fatigue, chronic pain, anxiety, appetite, nausea, PTSD, bipolar and depressive disorders. Second only to OG Kush in fame and one of the most frequently searched strains online in Massachusetts it is a top choice among adult use clientele.

Flowering time: 9 weeks

Yield: Medium

Cross Origin: Thought to be Chemdawg 91 x Super Skunk

Primary Cannabinoids:



Strain 2

Type: Blueberry- *indica dominant landrace descendent*

Considered pure indica by most 80/20- Sweet flavor of fresh blueberries relaxing sedating effect great for evening or bed time. Prized for its pain killing and stress relieving properties this strain has helped chronic pain sufferers reduce or eliminate opioid dependency. Great for ADD/ADHD, anxiety, chronic pain, bipolar and depressive disorders, insomnia, migraines, nausea and appetite. This strain makes the list of top ten most web searched strains in Massachusetts.

Flowering time: 7-9 weeks

Yield: High

Cross Origin: indica landrace

Primary Cannabinoids: average of 87 tests.

THC	18.50%	CBC	0.25%
THCA	16.25%	CBD	0.20%
CBG	0.60%	CBN	0.00%
THCV	0.35%		

Strain 3

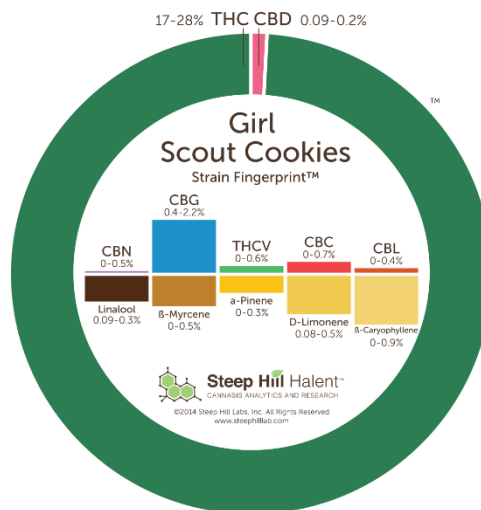
Type: Girl Scout Cookies- Indica dominant 60/40- One of the top ten web searched strains in Massachusetts according to Leafly and one of the consistently highest THC testing strains to date. Recreational cannabis users are crazy about “the cooks” or “cooks” for its high potency and unmistakable OG flavor coupled with an earthy sweetness. The long-lasting effect is very euphoric with an immediate full body relaxation lending itself to the treatment of chronic pain, anxiety, appetite, nausea, PTSD, Bipolar and depressive disorders

Flowering time: 7 to 9 weeks

Yield: low

Cross Origin: Og Kush x Durban Poison

Primary Cannabinoids:



Strain 4

Type: Strawberry Cough- Sativa Dominant 80/20- Known for its sweet strawberry aroma and energizing effect this strain also makes the top ten most searches list for Massachusetts according to Leafly. Great for daytime use, recreational cannabis users appreciate being able to relive symptoms while remaining alert and focused. Most famous for its ability to treat anxiety, and stress Strawberry Cough is an excellent “social

lubricant” making some users feel more extroverted. It is also useful in ADD, ADHD, fatigue, and bipolar and depressive disorders.

Flowering time: 7-9 weeks

Yield: High

Cross Origin: mystery though many say Strawberry Fields x Haze

Primary Cannabinoids: *This is a single test of a single phenotype and not an average.*

THC	17.86%	CBC	0.04%
THCA	15.88%	CBD	0.34%
CBG	0.620%	CBN	0.01%
THCV	0.23%		

CBD 1

Type: Sour Cherry - sativa dominant hybrid 90/10- This rare and lifesaving flower can have little or no THC or psychoactive effect but brings pain relief unrivaled by any high THC strain. Some phenotypes will express up to 20% CBD with less than 1% THC. This strain other high CBD strains can reduce or eliminates seizures (when taken orally) for those suffering from epilepsy and many families have moved to legal states simply to obtain it. A great treatment for any pain or inflammation including injury and work out recovery. Sour-Tsu is great for stress, anxiety, muscle spasms and nerve conditions. Many claim that oral use of the concentrated oil has cured their internal cancers and topical use has cured skin cancer.

Flowering time: 8 weeks

Yield: medium

Cross Origin: Sour Diesel x Cherry Blossom

Primary Cannabinoids: *This is a single test of a single phenotype and not an average*

THC	7.13%	CBC	0.03%
THCA	6.76%	CBD	11.44%
CBG	0.53%	CBN	0.01%
THCV	0.39%		

Strain Summary:

The strains have been carefully selected so consumers can have a wide selection of products. The strains have also all been chosen for their relatively short flower time with nothing that should flower over eight weeks and some that may finish in as little as 7 weeks. Yield has also been considered with most of the selections expected to be high yielders, except for Girl Scout Cookies because it is an amazing product with a proven sales history. Once Sparkboro is established, we will begin to bring in more exotic strains and establish a reputation as a supplier of top quality boutique cannabis with many rotating varieties to choose from.

RESTRICTING ACCESS TO AGE 21 OR OLDER

Sparkboro Corp. (“Sparkboro”) will require that all Marijuana Establishment Agents and visitors are 21 years of age or older. As an adult-use cannabis cultivation and manufacturing location, and pursuant to 935 CMR 500.140(2), upon entry into the premise of Sparkboro by an individual, a Sparkboro agent shall immediately inspect the individual’s proof of identification. An individual shall not be admitted to the premise unless the retailer has verified that the individual is 21 years of age or older by offering proof of identification. The identification must contain a name, photograph, and date of birth, and shall be limited to one of the following:

1. A driver’s license;
2. A government issued identification card;
3. A military identification card; or
4. A passport.

In addition, our proposed location is not within 500 feet of a pre-existing public or private school providing education in kindergarten or any of grades (1) through twelve (12), as described in 935 CMR 500.110(3).

No Marketing or Advertising to under 21

Sparkboro will prohibit any of our marijuana establishment’s advertising, marketing, and branding by any means (television, radio, internet, mobile applications, social media, other electronic communication, billboard or other outdoor advertising, or print publication) unless at least 85% of the audience is reasonably expected to be 21 years of age or older as determined by reliable and current audience composition data. None of our advertising, marketing, and branding that utilizes statements, designs, representations, pictures or illustrations will portray anyone younger than 21 years old, nor will any of our advertising, marketing, or branding include, but not limited to, mascots, cartoons, brand sponsorships and celebrity endorsements, which might be deemed to appeal to a person younger than 21 years old as per 935 CMR 500.105(4)(b)(2-4).

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QUALITY CONTROL AND TESTING

Pursuant to 935 CMR 500.160, Sparkboro Corp. (“Sparkboro”) will not sell or market any marijuana product that has not been tested by licensed Independent Testing Laboratories. Testing of marijuana products shall be performed by an Independent Testing Laboratory in compliance with the Protocol for Sampling and Analysis of Finished Medical Marijuana Products and Marijuana-infused Products, as amended in November 2016 and published by the Massachusetts Department of Public Health. Every marijuana product sold will have a set of specifications which define acceptable quality limits for cannabinoid profile, residual solvents, metals, bacteria, and pesticides.

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

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

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

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

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

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

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

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

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

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

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RECORD KEEPING PROCEDURES

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

Personnel records will also be maintained, in accordance with 935 CMR 500.105(9)(d), including but not limited to job descriptions and/or employment contracts each employee, organizational charts, staffing plans, periodic performance evaluations, verification of references, employment contracts, documentation of all required training, including training regarding privacy and confidentiality agreements and the signed statement confirming the date, time and place that training was received, record of disciplinary action, notice of completed responsible vendor training and eight-hour duty training, personnel policies and procedures, and background checks obtained in accordance with 935 CMR 500.030. Personnel records will be maintained for at least 12 months after termination of the individual’s affiliation with Sparkboro, in accordance with 935 CMR 500.105(9)(d)(2). Additionally, business records will be maintained in accordance with 935 CMR 500.104(9)(e) as well as waste disposal records pursuant to 935 CMR 500.104(9)(f), as required under 935 CMR 500.105(12).

VISITOR LOG

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

REAL-TIME INVENTORY RECORDS

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

MANIFESTS

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

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the mileage of the transporting vehicle at departure from origination LME and the mileage upon arrival at the destination LME, as well as the mileage upon returning to the originating LME; the date and time of departure from the originating LME and arrival at destination LME; a signature line for the marijuana establishment agent who receives the marijuana; the weight and inventory before departure and upon receipt; the date and time that the transported products were re-weighted and re-inventoried; and the vehicle make, model, and license plate number. Sparkboro will maintain records of all manifests.

INCIDENT REPORTS

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

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

TRANSPORTATION LOGS

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

SECURITY AUDITS

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

CONFIDENTIAL RECORDS

Sparkboro will ensure that all confidential information, including but not limited to employee personnel records, financial reports, inventory records and manifests, business plans, and other documents are kept safeguarded and private, in accordance with 935 CMR 500.105(1)(k). All confidential hard copy records

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will be stored in lockable filing cabinets within the Director of Compliance's Office. No keys or passwords will be left in locks, doors, in unrestricted access areas, unattended, or otherwise left accessible to anyone other than the responsible authorized personnel. All confidential electronic files will be safeguarded by a protected network and password protections, as appropriate and required by the Commission. All hard copy confidential records will be shredded when no longer needed.

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

PERSONNEL POLICIES INCLUDING BACKGROUND CHECKS

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

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

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

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

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Establishment, which shall be reported to the Commission; or

3. Been convicted or entered a guilty plea, plea of nolo contendere, or admission to sufficient facts of a felony drug offense involving distribution to a minor in the Commonwealth, or a like violation of the laws of another state, the United States or a foreign jurisdiction, or a military, territorial, or Native American tribal authority.

(m) A list of all board members and executives of a Marijuana Establishment, and members, if any, of the licensee must be made available upon request by any individual. 935 CMR 500.105(1)

(m) requirement may be fulfilled by placing this information on the Marijuana Establishment's website.

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

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

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

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

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

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

In accordance with 935 CMR 500.105 (9), General Operational Requirements for Marijuana Establishments, Record Keeping, Sparkboro's personnel records will be available for inspection by the Commission, upon request. Sparkboro's records shall be maintained in accordance with generally accepted accounting principles. Written records that are required and are subject to inspection include, but are not necessarily limited to, all records required in any section of 935 CMR 500.000, in addition to

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the following:

The following Sparkboro personnel records:

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

Following closure of a Marijuana Establishment, all records must be kept for at least two years at the expense of the Marijuana Establishment and in a form and location acceptable to the Commission.

Sparkboro understands that in the event that Sparkboro were to close, all records will be kept for at least two years at the expense of Sparkboro.

MAINTAINING OF FINANCIAL RECORDS

Sparkboro Corp.'s ("Sparkboro") policy is to maintain financial records in accordance with 935 CMR 500.105(9)(e). The records will include manual or computerized records of assets and liabilities, monetary transactions; books of accounts, which shall include journals, ledgers, and supporting documents, agreements, checks, invoices and vouchers; sales records including the quantity, form, and cost of marijuana products; and salary and wages paid to each employee, stipends paid to each board member, and any executive compensation, bonus, benefit, or item of value paid to any individual affiliated with a Marijuana Establishment, including members of the non-profit corporation.

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

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

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

QUALIFICATIONS AND TRAINING

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

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

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

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

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DIVERSITY PLAN

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

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

Goal One: Achieve at least 10% of our staffing needs from minorities (5%) and women (5%).

Programs to Achieve Diversity Goal One:

- Provide on-site interactive workshops, annually (at minimum), covering such topics as the prevention of sexual harassment, racial and cultural diversity, and methods of fostering an inclusive work atmosphere.
- Increase diversity of the make-up of our staff by actively seeking out minorities and women, both through in-house hiring initiatives and participation in online diversity job boards and in-person job fairs at least once a year and as frequently as needed as staffing needs dictate.
- Establish clearly written policies regarding diversity and a zero-tolerance policy for discrimination and/or sexual harassment, which shall be incorporated into our employee handbook.

Measurements:

- *Qualitative Metrics:* Perform annual evaluation of inclusion/diversity initiatives to ensure diversity is one of Sparkboro’s strengths and remains a primary focus. This may include anonymous employee surveys or other private submission opportunities so that we can attempt to avoid any sort of reluctance for our employees to inform management how we are truly doing in pursuit of our diversity plan goals. The results of the surveys shall be compared to prior years’ results to allow Sparkboro to adjust our programs in the event that our goals are not being achieved.
- *Quantitative Metrics:* We will strive to achieve at least 10% of our staffing needs from people from women (5%) and minorities (5%). The personnel files shall be evaluated on a semi-annual basis to determine how many employees are women and minorities that occupy positions within the company and that number shall be divided by Sparkboro’s total staffing at its Egremont facility to determine the percentage achieved.

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

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

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