



Massachusetts Cannabis Control Commission

Public Record Request

Marijuana Retailer

General Information:

License Number: MR282033
Original Issued Date: 01/10/2020
Issued Date: 01/10/2020
Expiration Date: 01/10/2021
Payment Received: \$10000 Payment Required: \$10000

ABOUT THE MARIJUANA ESTABLISHMENT

Business Legal Name: Temescal Wellness of Massachusetts, LLC

Phone Number: 207-408-1748 Email Address: julia@temescalwellness.com

Business Address 1: 665 Cochituate Road	Business Address 2: Suite 1B
Business City: Framingham	Business State: MA
	Business Zip Code: 01701
Mailing Address 1: 665 Cochituate Rd	Mailing Address 2: Suite 1B
Mailing City: Framingham	Mailing State: MA
	Mailing Zip Code: 01701

CERTIFIED DISADVANTAGED BUSINESS ENTERPRISES (DBES)

Certified Disadvantaged Business Enterprises (DBEs): Not a DBE

PRIORITY APPLICANT

Priority Applicant: yes

Priority Applicant Type: RMD Priority

Economic Empowerment Applicant Certification Number:

RMD Priority Certification Number: RPA201850

RMD INFORMATION

Name of RMD: Temescal Wellness - Framingham

Department of Public Health RMD Registration Number: 045

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

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

If no, describe the circumstances below:

PERSONS WITH DIRECT OR INDIRECT AUTHORITY

Date generated: 10/15/2020

Person with Direct or Indirect Authority 1

Percentage Of Ownership: **Percentage Of Control:** 100

Role: Executive / Officer **Other Role:**

First Name: Edward **Last Name:** Rebholz **Suffix:** Jr.

Gender: Male **User Defined Gender:**

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

Specify Race or Ethnicity:

ENTITIES WITH DIRECT OR INDIRECT AUTHORITY

Entity with Direct or Indirect Authority 1

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

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

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

Foreign Subsidiary Narrative:

Entity Phone: 650-438-7698 **Entity Email:** ted@temescalwellness.com **Entity Website:** ma.temescalwellness.com

Entity Address 1: 665 Cochituate Road **Entity Address 2:** Floor 2

Entity City: Framingham **Entity State:** MA **Entity Zip Code:** 01701

Entity Mailing Address 1: 665 Cochituate Road **Entity Mailing Address 2:** Floor 2

Entity Mailing City: Framingham **Entity Mailing State:** MA **Entity Mailing Zip Code:** 01701

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

TW MA Holdings has indirect authority over the the Marijuana Establishment (TW MA), and the company's sole manager is Edward Rebholz Jr., previously identified. Mr. Rebholz served on the TW MA's board of directors, and is now the sole director of the domestic profit corporation. TW MA Holdings exercises indirect authority through the management services agreement, insofar as it recommends operational programs, policies and procedures for approval and implementation by TW MA, consistent with the shared mission to provide MA citizens with access to safe, legal cannabis. TW MA Holding's authority is limited by governance protocols: major decisions such as the execution of management services agreements require approval by TW MA. Mr. Rebholz is the sole manager of TW MA Holdings and exercises 100% of control of that entity.

CLOSE ASSOCIATES AND MEMBERS

No records found

CAPITAL RESOURCES - INDIVIDUALS

No records found

CAPITAL RESOURCES - ENTITIES

Entity Contributing Capital 1

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

Email: **Phone:** 650-438-7698

ted@temescalwellness.com

Address 1: 665 Cochituate Road **Address 2:** Suite 1B

City: Framingham **State:** MA **Zip Code:** 01701

Types of Capital: Other	Other Type of Capital: No capital expenditure required - see attachment	Total Value of Capital Provided: \$1	Percentage of Initial Capital:
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Capital Attestation: Yes

BUSINESS INTERESTS IN OTHER STATES OR COUNTRIES

Business Interest in Other State 1

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

Owner First Name: Owner Last Name: Owner Suffix:

Entity Legal Name: Temescal Wellness, Inc. Entity DBA:

Entity Description: NH nonprofit therapeutic cannabis alternative treatment center (ATC) holding two licenses. Edward Rebholz Jr. (MA director and management company manager) is on the board of directors.

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

Entity Address 1: 26 Crosby Rd Entity Address 2:

Entity City: Dover Entity State: NH Entity Zip Code: 03820 Entity Country: USA

Entity Mailing Address 1: 26 Crosby Rd Entity Mailing Address 2:

Entity Mailing City: Dover Entity Mailing State: NH Entity Mailing Zip Code: 03820 Entity Mailing Country: USA

Business Interest in Other State 2

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

Owner First Name: Owner Last Name: Owner Suffix:

Entity Legal Name: Temescal Wellness of Maryland, LLC Entity DBA:

Entity Description: MD corporation holding three medical cannabis licenses: cultivation, processing, dispensing. Edward Rebholz Jr. (MA director and management company manager) is an owner.

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

Entity Address 1: 1636 Reisertown Rd Entity Address 2:

Entity City: Pikesville Entity State: MD Entity Zip Code: 21208 Entity Country: USA

Entity Mailing Address 1: 1636 Reisertown Rd Entity Mailing Address 2:

Entity Mailing City: Pikesville Entity Mailing State: MD Entity Mailing Zip Code: 21208 Entity Mailing Country: USA

DISCLOSURE OF INDIVIDUAL INTERESTS

No records found

MARIJUANA ESTABLISHMENT PROPERTY DETAILS

Establishment Address 1: 665 Cochituate Road

Establishment Address 2: Suite 1B

Establishment City: Framingham Establishment Zip Code: 01701

Approximate square footage of the establishment: 2200 How many abutters does this property have?: 9

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

HOST COMMUNITY INFORMATION

Host Community Documentation:

Document Category	Document Name	Type	ID	Upload
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				Date
Community Outreach Meeting Documentation	C_Framingham abutters notice.pdf	pdf	5c65d7bfc4b7a71b66d119aa	02/14/2019
Community Outreach Meeting Documentation	A_Framingham public notice.pdf	pdf	5c65d885293a5312448e80f3	02/14/2019
Community Outreach Meeting Documentation	B_Framingham municipal notice.pdf	pdf	5cd962a51dae681319ce6253	05/13/2019
Certification of Host Community Agreement	host agreement certification.pdf	pdf	5cd97b8333099617d7941058	05/13/2019
Community Outreach Meeting Documentation	Temescal Wellness Varification 06 21 2019.pdf	pdf	5d10e60a1dae681319cec053	06/24/2019
Community Outreach Meeting Documentation	Framingham_Abutters_List.pdf	pdf	5d10e62741a4321320f2a080	06/24/2019
Community Outreach Meeting Documentation	Framingham abutters.jpg	jpeg	5d10e62a722cea17c1262933	06/24/2019
Certification of Host Community Agreement	community outreach attestation.pdf	pdf	5d10e68933099617d7946d15	06/24/2019
Plan to Remain Compliant with Local Zoning	local compliance_updated.pdf	pdf	5d10e78658ad7e1336c29591	06/24/2019

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

PLAN FOR POSITIVE IMPACT

Plan to Positively Impact Areas of Disproportionate Impact:

Document Category	Document Name	Type	ID	Upload Date
Other	Fresh start donation letter.pdf	pdf	5d3ef5046e3bd533dbcfd176	07/29/2019
Other	Friendly house donation acceptance.pdf	pdf	5d40a7ff6614633871924023	07/30/2019
Plan for Positive Impact	RFI positive impact plan 3.pdf	pdf	5d72532f8470d4229ba44f6f	09/06/2019

ADDITIONAL INFORMATION NOTIFICATION

Notification: I understand

INDIVIDUAL BACKGROUND INFORMATION

Individual Background Information 1

Role: Executive / Officer **Other Role:**
First Name: Edward **Last Name:** Rebholz **Suffix:** Jr
RMD Association: RMD Manager
Background Question: no

ENTITY BACKGROUND CHECK INFORMATION

Entity Background Check Information 1

Role: Other (specify) **Other Role:** Management Company
Entity Legal Name: Temescal Wellness of Massachusetts Holdings, LLC **Entity DBA:**
Entity Description: TW MA Holdings LLC was formed in 2013 with the sole purpose of supporting TW MA Inc., then a non-profit and since converted to a domestic profit corporation (MA LLC); TW MA Holding provided

startup funding to TW MA, and currently provides management services to TW MA under a compliant and regulator-approved agreement.

Phone: 650-438-7698

Email: ted@temescalwellness.com

Primary Business Address 1: 665 Cochituate Road

Primary Business Address 2: Second Floor

Primary Business City: Framingham

Primary Business State: MA

Principal Business Zip Code: 01701

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

TW MA Holdings has indirect authority over the the Marijuana Establishment (TW MA), and the company's sole manager is Edward Rebholz Jr., previously identified. Mr. Rebholz served on the TW MA's board of directors, and is now the sole director of the domestic profit corporation. TW MA Holdings exercises indirect authority through the management services agreement, insofar as it recommends operational programs, policies and procedures for approval and implementation by TW MA, consistent with the shared mission to provide MA citizens with access to safe, legal cannabis. TW MA Holding's authority is limited by governance protocols: major decisions such as the execution of management services agreements require approval by TW MA. Mr. Rebholz is the sole manager of TW MA Holdings and exercises 100% of control of that entity.

MASSACHUSETTS BUSINESS REGISTRATION

Required Business Documentation:

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

No documents uploaded

Massachusetts Business Identification Number: 001358393

Doing-Business-As Name:

DBA Registration City:

BUSINESS PLAN

Business Plan Documentation:

Document Category	Document Name	Type	ID	Upload Date
Business Plan	business plan.pdf	pdf	5cd96a1350e7af1803c1b42c	05/13/2019
Proposed Timeline	proposed timeline.pdf	pdf	5cd96a141dae681319ce6262	05/13/2019
Plan for Liability Insurance	liability insurance.pdf	pdf	5cd96a15c70e2b132b3110b6	05/13/2019

OPERATING POLICIES AND PROCEDURES

Policies and Procedures Documentation:

Document Category	Document Name	Type	ID	Upload
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				Date
Qualifications and training	qualifications and training.pdf	pdf	5cd9674669291617ba85c0fc	05/13/2019
Maintaining of financial records	financial records.pdf	pdf	5cd9674941a4321320f243d9	05/13/2019
Record Keeping procedures	record keeping.pdf	pdf	5cd9674a722cea17c125ca9a	05/13/2019
Personnel policies including background checks	personnel policies.pdf	pdf	5cd9674b13edb917cc1f9246	05/13/2019
Dispensing procedures	dispensing procedures.pdf	pdf	5cd96763624ce5135e922131	05/13/2019
Quality control and testing	quality control and testing.pdf	pdf	5cd9676369291617ba85c100	05/13/2019
Inventory procedures	inventory.pdf	pdf	5cd9676413edb917cc1f924a	05/13/2019
Transportation of marijuana	transport.pdf	pdf	5cd96765bbb96513413379f7	05/13/2019
Storage of marijuana	storage.pdf	pdf	5cd9676633099617d7941022	05/13/2019
Prevention of diversion	diversion prevention.pdf	pdf	5cd9677f622b7c1357f6d408	05/13/2019
Security plan	security.pdf	pdf	5cd96780acc50017edd5e519	05/13/2019
Restricting Access to age 21 and older	restricting access.pdf	pdf	5cd9678150e7af1803c1b424	05/13/2019
Separating recreational from medical operations, if applicable	separating medical and AU.pdf	pdf	5cd9678169291617ba85c104	05/13/2019
Plan for obtaining marijuana or marijuana products	obtaining products.pdf	pdf	5cd9678258ad7e1336c23636	05/13/2019
Diversity plan	2019.11 diversity plan.pdf	pdf	5dd2c39566a32657cfbdb4fd	11/18/2019

MARIJUANA RETAILER SPECIFIC REQUIREMENTS

No documents uploaded

No documents uploaded

ATTESTATIONS

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

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

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

Notification: I Understand

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

I 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: I Understand

COMPLIANCE WITH POSITIVE IMPACT PLAN

No records found

COMPLIANCE WITH DIVERSITY PLAN

No records found

HOURS OF OPERATION

Monday From: 10:00 AM	Monday To: 7:00 PM
Tuesday From: 10:00 AM	Tuesday To: 7:00 PM
Wednesday From: 10:00 AM	Wednesday To: 7:00 PM
Thursday From: 10:00 AM	Thursday To: 7:00 PM
Friday From: 10:00 AM	Friday To: 7:00 PM
Saturday From: 10:00 AM	Saturday To: 7:00 PM
Sunday From: 12:00 PM	Sunday To: 5:00 PM



Business Plan

Temescal Wellness is a proven operator of state-permitted, vertically integrated cannabis companies, serving patients since 2016 in New Hampshire and since January 2018 in Maryland. As of May 2019, Temescal operates three Registered Marijuana Dispensary (RMD) licenses, and operates co-located adult-use marijuana licenses at its cultivation and product manufacturing in Worcester, and retail dispensaries in Hudson and Pittsfield.

Temescal Wellness' mission is to delight as many patients and customers as possible with a respectful, safe and informative in-store experience and with consistently high-quality cannabis products. Temescal Wellness achieves this customer-centric mission by focusing on the **three key pillars of People, Place and Products**:

1. **People:** every single engagement with a Temescal employee will put the customer at ease, giving her the comfort and security that her choice of cannabis products will be guided by the best-trained staff in the cannabis industry. Temescal provides unrivaled training to every single Patient Service Associate, with 60+ hours devoted to compliance, seed-to-sale tracking software, security, cannabis science, and product characteristics, including time-to-onset, titration and potential side effects. Each customer will leave a Temescal dispensary with the confidence that they are respected and informed as to appropriate use of Temescal's high-quality product offerings.
2. **Place:** Temescal's locations are highly-secure, easily-accessible and offer ample parking. When a customer enters a Temescal facility, she is greeted by staff, offered a private, one-on-one consultation, and afforded a variety of educational materials, both in paper form and displayed on digital monitors. Temescal locations aim to maximize comfort, with soothing colors and finishes, and to empower customers to engage staff and educational materials.
3. **Products:** Temescal will offer to customers a wide range of cannabis flower, extraction and infusion products. With several years of experience engaging patients in New Hampshire and Maryland, as well as in Massachusetts, Temescal Wellness is uniquely positioned to understand existing and emerging customer preferences. The shelves in Temescal Wellness retail locations will offer products produced by Temescal and by other, licensed producers in Massachusetts; to date, Temescal Wellness has already purchased products for medical sales from at least three different, licensed producers in Massachusetts, and Temescal will continue to access the best products for its patients from various licensed sources. Temescal's understanding of customer needs, coupled with its existing relationships with other producers, will ensure a consistent variety of cannabis products for customers.

Management Team Experience. Temescal Wellness has an experienced team with a proven track record of implementation. In New Hampshire, Temescal Wellness won two of four licenses, and was serving patients within twelve months of license award, having designed, built and secured all approvals for a cultivation-and-manufacturing facility and two dispensaries. In Maryland, Temescal Wellness was one of only six operators to win cultivation, processor and dispensary licenses, and was the first company to have all three licenses in operations. Temescal Wellness' executive team includes domain experts in retail operations, industrial-scale horticulture, and compliance, among other key areas. Temescal executives focus on diligent fiscal management, on recruiting highly-qualified employees at all levels of the organization, and on continuous training, performance evaluation and refinement of Standard Operating Procedures.

Temescal's business plan for marijuana retail, cultivation and manufacturing establishments is further strengthened by its: industry and market analysis, sales and marketing plans, ownership and financial plans, and operations plans.

Industry and market analysis. As an existing CMO operating a cultivation-manufacturing facility and two dispensaries, Temescal Wellness is well-positioned to serve both medical and adult-use patients as a vertically



integrated operator. In addition to producing cannabis and infused products for sale at its three co-located dispensaries, Temescal will continue to procure additional supply from existing RMD wholesale partners – all of which intend to license adult-use cultivation and manufacturing – as well as develop relationships with newly licensed producers.

With retail establishment locations in Pittsfield, Hudson and Framingham, Temescal Wellness brings safe access to medical and adult-use cannabis products to two historically underserved geographic areas: Western Mass and Metro West.

Sales and marketing plans. Temescal Wellness was founded as a medical marijuana operator and is dedicated to the ongoing development of products and experiences that advance cannabis medicine. Temescal’s adult-use sales and marketing plans are also focused on wellness and safe adoption. Adult-use cannabis sales and marketing efforts will comply with all applicable rules and regulations, including municipal requirements.

Ownership and financial plans. Temescal Wellness of Massachusetts, LLC, (“TWMA”) is a Massachusetts limited liability company that is managed and funded by Temescal Wellness of Massachusetts Holdings, LLC, (“TWMA Holdings”), which is also registered in Massachusetts. Both entities were formed in 2013, and their structure and relationship has been approved by the Commission for the compliant governance and operation of RMDs.

In the first quarter of 2018, TWMA Holdings completed its fundraising efforts on behalf of TWMA. Now, as a fully-funded operator of four facilities – one consolidated cultivation-manufacturing production facility and three retail dispensaries, two of which already also have adult-use sales, TWMA is cash-flow-positive, providing unrivaled fiscal stability for the addition of adult-use sales in Framingham. Under a management agreement approved by a third-party attorney and by state marijuana regulators, TWMA Holdings provides funding and management services, the latter of which includes staffing and operations plans.

Operations plans. Temescal will be able to expand its Worcester production facility to further increase output. Within 24 months of positive cashflow, the company may choose to seek production expansion opportunities; to this end, Temescal has retained right of first refusal to develop the compliant, vacant lot directly adjacent to its existing cultivation-manufacturing facility In Worcester.



Plan for Obtaining Liability Insurance

Temescal Wellness is a proven operator of state-permitted, vertically integrated cannabis companies, serving patients since 2016 in New Hampshire and since January 2018 in Maryland. As of May 2019, Temescal operates three Registered Marijuana Dispensary (RMD) licenses, and operates co-located adult-use marijuana licenses at its cultivation and product manufacturing in Worcester, and retail dispensaries in Hudson and Pittsfield.

Under existing medical adult-use marijuana establishment licensure, Temescal is fully insured by James River Insurance Co. (including but not limited to general and product liability) in compliance with and in excess of state regulations, and will extend this coverage to Framingham adult-use activities. General liability insurance coverage covers no less than \$1,000,000 per occurrence and \$2,000,000 in aggregate, annually; product liability insurance coverage will cover no less than \$1,000,000 per occurrence and \$2,000,000 in aggregate, annually, except as provided in 935 CMR 500.105(10)(b) or otherwise approved by the Commission. The deductible for each policy is no higher than \$5,000 per occurrence.

Community Outreach Meeting Attestation Form

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

I, Ted Rebholz, (*insert name*) attest as an authorized representative of Temescal Wellness of Massachusetts (*insert name of applicant*) that the applicant has complied with the requirements of 935 CMR 500 and the guidance for licensed applicants on community outreach, as detailed below.

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

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

Host Community Agreement Certification Form

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

Applicant


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



Signature of Authorized Representative of Applicant

Host Community

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



Signature of Contracting Authority or
Authorized Representative of Host Community

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

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

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

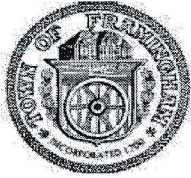
Julia Germaine, Corp Dev Director

Temescal Wellness



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

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



Town of Framingham

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

CITY OF FRAMINGHAM MA
BOARD OF ASSESSORS

2018 MAR 23 AM 9:48

Board of Assessor's Stamp

REQUEST FOR ABUTTERS

Date of Request: 3/23/18

Property owner: TEMESCAL WELLNESS

Property location: 665 COCHITUATE ROAD

Parcel ID: MAP _____ BLOCK _____ LOT _____

Please Specify Radius: 300 FEET

Requesting Board/Department: _____

REQUESTER INFORMATION:

Name: Amy DiSciullo

Address: 44 CENTRAL ST APT 7
SOMERVILLE MA 02143

Phone: 617 939 1343

Email Address: AMY@TEMESCALWELLNESS.COM

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

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

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

PAID
CHK# 365
JRamos

Abutter 300ft
665 Cochituate Rd

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

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



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

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

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

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

Julia Germaine, Corp Dev Director

Temescal Wellness



COLLECTION

Monday - Friday

5:00 PM

Saturday

1:00 PM

For specific deposit and delivery information, visit usps.com or call 800-222-1811.

Last Collection

Monday-Friday

Saturday

Normal collection times may not apply day before a holiday. Always check local Postmaster to verify collection.

Location of Priority Mail Express™ Drop:

330 COCHITUATE RD

For local information call: (800)275-8777

Location ID No.: 0170100030

Tampering with this box, lock, or contents is punishable by fine or imprisonment.



Tennant
Inc, Cochituate, 2nd FL

Roussau, Charles F Emul Tins
AT Roussau Realty
c/o Exxonmobil Property Tax
15 Northwest Industrial Rd
Bradford CT 06405



Plan to remain compliant with local zoning

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

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

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

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

D

The Commonwealth of Massachusetts

William Francis Galvin

Secretary of the Commonwealth

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

Limited Liability Company

Certificate of Organization

(General Laws Chapter 156C, Section 12)

Federal Identification No.: _____

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

Temescal Wellness of Massachusetts, LLC

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

307 Ferry Street, Marshfield, MA 02050

- (3) The general character of the business:

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

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

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

NAME

ADDRESS

Precision Corporate Services, Inc.

44 School Street, Suite 325
Boston, MA 02108

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

NAME

ADDRESS

Edward ("Ted") T. Rebholz Jr.

307 Ferry Street, Marshfield, MA 02050

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

NAME

Edward ("Ted") T. Rebholz Jr.

ADDRESS

307 Ferry Street, Marshfield, MA 02050

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

NAME

Edward ("Ted") T. Rebholz Jr.

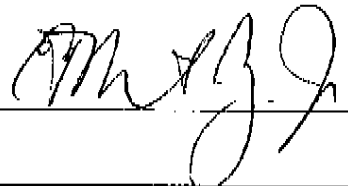
ADDRESS

307 Ferry Street, Marshfield, MA 02050

- (9) Additional matters:

See Continuation Sheet.

Signed by (by at least one authorized signatory):



Consent of resident agent:

I Precision Corporate Services, Inc.

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

*or attach resident agent's consent hereto.

Temescal Wellness of Massachusetts, LLC
Certificate of Organization

Article IX: Other Provisions

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

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

THE COMMONWEALTH OF MASSACHUSETTS

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

December 07, 2018 04:28 PM

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

WILLIAM FRANCIS GALVIN

Secretary of the Commonwealth

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

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

WITNESSETH:

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

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

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

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

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

TERMS:

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

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

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

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

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

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

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

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

8. Meetings of the Member; Member Approval Requirements.

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

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

9. Allocations and Distributions.

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

10. Termination and Dissolution of the Company.

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

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

(d) Any transfer pursuant to Section 6.1 hereof.

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

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

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

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

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

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

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

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

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

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

[Signature Page Follows]

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

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

Witness

By:

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

Witness

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

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

Witness

By:

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

EXHIBIT A

MANAGER

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

MEMBER

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



Commonwealth of Massachusetts
Department of Revenue
Christopher C. Harding, Commissioner

mass.gov/dor

Letter ID: L0600341376
Notice Date: June 25, 2019
Case ID: 0-000-604-154



CERTIFICATE OF GOOD STANDING AND/OR TAX COMPLIANCE



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

Why did I receive this notice?

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

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

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

What if I have questions?

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

Visit us online!

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

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

Edward W. Coyle, Jr., Chief
Collections Bureau



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

William Francis Galvin
Secretary of the
Commonwealth

May 10, 2019

TO WHOM IT MAY CONCERN:

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

TEMESCAL WELLNESS OF MASSACHUSETTS, LLC

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

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

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

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

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



In testimony of which,

I have hereunto affixed the

Great Seal of the Commonwealth

on the date first above written.

William Francis Galvin

Secretary of the Commonwealth

Temescal Wellness of Massachusetts

Diversity Plan

2019.11.15

The applicant acknowledges and is aware, and will adhere to, the requirements set forth in 935 CMR 500.105(4) which provides the permitted and prohibited advertising, branding, marketing, and sponsorship practices of every Marijuana Establishment; and any actions taken, or programs instituted, will not violate the Commission's regulations with respect to limitations on ownership or control or other applicable state laws.

Goal #1—Build a workforce wherein Agent diversity meets or exceeds local demographics for race/ethnicity and representation of women. Progress or success of the plan will be documented upon renewal (one year from provisional licensure, and each year thereafter).

- Program: Conduct company demographic survey at least annually
- Metric: Meet or exceed 2015 ACS Community Demographics listed below, and 50% woman-identified.

Municipality	Black	Asian	Hispanic
Worcester	11.4%	7.2%	20.8%
Hudson	1.9%	2.7%	3.9%
Framingham	5.9%	8.1%	15.5%
Pittsfield	5.4%	1.8%	5.4%

- Data source: Demographic survey issued annually or after major staffing events
- Qualitative metric: Temescal should expect, over time, to interview more, more-diverse and better-prepared candidates residing in the cities of Worcester and Pittsfield

Goal #2 — Ensure the long-term success of workforce minorities, women, veterans, people with disabilities, and LGBTQ+ people. Progress or success of the plan will be documented upon renewal (one year from provisional licensure, and each year thereafter).

- Program: Individualized mentorship and training to high-potential agents, with a focus on hard-skill development, in the form of courses/certifications; seminars and conferences; focused work sessions with senior team members or third-party consultants; and quarterly corporate strategy retreats.
- Metric: Mentor and promote at least one (1) diverse individual per year
- Data source: Performance improvement plans issued by supervisors; HR/compliance records; demographic survey
- Qualitative metric: Temescal should expect, over time, to interview more, more-diverse and better-prepared candidates residing in the cities of Worcester and Pittsfield; and should, over time, require fewer outside hires for management positions.

Goal #3 — Increase the number of businesses owned by minorities, women, veterans, people with disabilities, and LGBTQ+ people that can contract or otherwise do business with Marijuana Establishments. Progress or success of the plan will be documented upon renewal (one year from provisional licensure, and each year thereafter).

- Program: Establish relationships with specific organizations that are diversity-focused for the purposes of (a) Networking with their constituencies for employment purposes; (b) Providing information on employment opportunities; (c) Providing trainings or informational sessions for individuals falling into the above-listed demographics on the marijuana industry.
- Metric: Host or participate in at least four (4) events per year

Temescal Wellness of Massachusetts

Diversity Plan

2019.11.15

- Data source: Accounting records; Marketing calendar
- Qualitative metric: Temescal should expect, over time, to see normalization of the cannabis industry, and the reduction of barriers to entry into the industry, e.g., access to funding and financial products; access to suitable and compliant real estate; social-familial prejudice against cannabis.



Maintaining of financial records

Temescal Wellness will operate marijuana establishments in compliance with 935 CMR 500, including those relating to maintenance of financial records such as 500.140(6) Recording Sales. Temescal Wellness is a proven operator of state-permitted, vertically integrated cannabis companies, serving patients since 2016 in New Hampshire and since January 2018 in Maryland. As of May 2019, Temescal operates three Registered Marijuana Dispensary (RMD) licenses, and operates co-located adult-use marijuana licenses at its cultivation and product manufacturing in Worcester, and retail dispensaries in Hudson and Pittsfield.

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

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

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

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

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



Personnel policies including background checks

Temescal Wellness will operate marijuana establishments in compliance with 935 CMR 500, including 500.005, 030, 031, 032 and 033 related to marijuana establishment agents. Temescal Wellness is a proven operator of state-permitted, vertically integrated cannabis companies, serving patients since 2016 in New Hampshire and since January 2018 in Maryland. As of May 2019, Temescal operates three Registered Marijuana Dispensary (RMD) licenses, and operates co-located adult-use marijuana licenses at its cultivation and product manufacturing in Worcester, and retail dispensaries in Hudson and Pittsfield.

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

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

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

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

Standard operating procedures relating to personnel include:

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

Policies relating to personnel include:

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



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

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

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

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

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

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



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

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

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

Policy Prohibiting Illicit Drugs, Alcohol and Smoke in the Workplace

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

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

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

II. Definitions



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

IV. Reporting Requirements



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

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

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

V. Procedures

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

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

VI. Available Assistance For Substance Dependence

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

VII. Drug And Alcohol Testing

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

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

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



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

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

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

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

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

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

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

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

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

Fitness for Duty



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

Definitions

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

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

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

Responsibilities

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

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

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

Prohibited Conduct

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

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

Confidentiality

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



WELCOME!

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EMPLOYEE ACKNOWLEDGEMENT FORM



Qualifications and training

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

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

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

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

Prior to starting work, all Temescal Agents receive comprehensive general and position-specific training from the Compliance Manager and compliance working group. To ensure secure operations, retail Agents receive at least eight days of training, starting with general compliance training, which includes company policies and procedures, as well as a seminar on applicable state and local regulations (including especially 105 CMR 725 and 935 CMR 500). To ensure comprehension, Agents must pass a written exam based on compliance training and demonstrate task proficiency to a direct supervisor. Temescal maintains a complete record of training, including content signoffs, and maintains training records in each Agent's personnel folder indefinitely.

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



Quality control and testing

Temescal Wellness will operate marijuana establishments in compliance with 935 CMR 500, including 500.160 relating to quality control and testing. Temescal Wellness is a proven operator of state-permitted, vertically integrated cannabis companies, serving patients since 2016 in New Hampshire and since January 2018 in Maryland. As of May 2019, Temescal operates three Registered Marijuana Dispensary (RMD) licenses, and operates co-located adult-use marijuana licenses at its cultivation and product manufacturing in Worcester, and retail dispensaries in Hudson and Pittsfield.

Temescal's quality control policies and procedures include testing product in compliance with 935 CMR 500 and 105 CMR 725.105(C)(2) using an Independent Testing Laboratory in compliance with 105 CMR 725.000, and M.G.L. c.94C, § 34, and approved by the department. Prior to receipt of adult-use licensure, Temescal will complete revisions and updates to existing policies and procedures to ensure compliance with all state and local adult-use cannabis rules and regulations, and retrain Agents as required.

Temescal will not sell or market any marijuana product, including marijuana, for adult use that has not passed required testing by Independent Testing Laboratories, except as allowed under 935 CMR 500.000. Testing is performed by an Independent Testing Laboratory in compliance with the Protocol for Sampling and Analysis of Finished Medical Marijuana Products and Marijuana-infused Products, as amended in November, 2016, published by MA DPH. Temescal also tests environmental media (e.g., growing media and water) in compliance with the Protocol for Sampling and Analysis of Environmental Media for Massachusetts Registered Medical Marijuana Dispensaries published first by MA DPH then CCC.

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

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

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

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

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



Record keeping procedures

Temescal Wellness will operate marijuana establishments in compliance with 935 CMR 500, including 500.105 and 500.140 relating to recordkeeping. Temescal Wellness is a proven operator of state-permitted, vertically integrated cannabis companies, serving patients since 2016 in New Hampshire and since January 2018 in Maryland. As of May 2019, Temescal operates three Registered Marijuana Dispensary (RMD) licenses, and operates co-located adult-use marijuana licenses at its cultivation and product manufacturing in Worcester, and retail dispensaries in Hudson and Pittsfield.

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

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

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

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

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



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

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



Restricting access to age 21 and older

Temescal Wellness is a proven operator of state-permitted, vertically integrated cannabis companies, serving patients since 2016 in New Hampshire and since January 2018 in Maryland. As of May 2019, Temescal operates three Registered Marijuana Dispensary (RMD) licenses, and operates co-located adult-use marijuana licenses at its cultivation and product manufacturing in Worcester, and retail dispensaries in Hudson and Pittsfield.

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

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

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

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

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

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



Separating recreational from medical operations, if applicable

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

Temescal Wellness is a proven operator of state-permitted, vertically integrated cannabis companies, serving patients since 2016 in New Hampshire and since January 2018 in Maryland. As of May 2019, Temescal operates three Registered Marijuana Dispensary (RMD) licenses, and operates co-located adult-use marijuana licenses at its cultivation and product manufacturing in Worcester, and retail dispensaries in Hudson and Pittsfield.

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

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

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

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

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



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

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

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

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

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

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

The applicant acknowledges and is aware, and will adhere to, the requirements set forth in 935 CMR 500.105(4) which provides the permitted and prohibited advertising, branding, marketing, and sponsorship practices of every Marijuana Establishment; and any actions taken, or programs instituted, will not violate the Commission's regulations with respect to limitations on ownership or control or other applicable state laws.

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

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

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

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

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

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