



Massachusetts Cannabis Control Commission

Public Record Request

Marijuana Product Manufacturer

General Information:

License Number: MP281317

Original Issued Date: 06/26/2020

Issued Date: 06/26/2020

Expiration Date: 06/26/2021

Payment Received: \$10000 Payment Required: \$10000

ABOUT THE MARIJUANA ESTABLISHMENT

Business Legal Name: Wellman Farm, Inc

Phone Number: 978-556-1717 Email Address: dom@wellmanfarm.com

Business Address 1: 26 Wellman Ave

Business Address 2:

Business City: Lowell Business State: MA Business Zip Code: 01851

Mailing Address 1: P.O. Box 180629

Mailing Address 2:

Mailing City: Boston Mailing State: MA Mailing Zip Code: 02118

CERTIFIED DISADVANTAGED BUSINESS ENTERPRISES (DBES)

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

PRIORITY APPLICANT

Priority Applicant: no

Priority Applicant Type: Not a Priority Applicant

Economic Empowerment Applicant Certification Number:

RMD Priority Certification Number:

RMD INFORMATION

Name of RMD:

Department of Public Health RMD Registration Number:

Operational and Registration Status:

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

If no, describe the circumstances below:

PERSONS WITH DIRECT OR INDIRECT AUTHORITY

Person with Direct or Indirect Authority 1

Percentage Of Ownership: 23 Percentage Of Control: 23

Role: Executive / Officer Other Role:

First Name: Julianne Last Name: Shelzi Suffix:

Gender: Female User Defined Gender:

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

Specify Race or Ethnicity: French

Person with Direct or Indirect Authority 2

Percentage Of Ownership: 52 Percentage Of Control: 52

Role: Executive / Officer Other Role:

First Name: Joseph Last Name: Shelzi Suffix:

Gender: Male User Defined Gender:

What is this person's race or ethnicity?: Hispanic, Latino, or Spanish (Mexican or Mexican American, Puerto Rican, Cuban, Salvadoran, Dominican, Colombian)

Specify Race or Ethnicity: Mexican or Mexican American

Person with Direct or Indirect Authority 3

Percentage Of Ownership: 25 Percentage Of Control: 25

Role: Board Member Other Role:

First Name: Dom Last Name: Shelzi Suffix:

Gender: Male User Defined Gender:

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

Specify Race or Ethnicity: Italian

ENTITIES WITH DIRECT OR INDIRECT AUTHORITY

No records found

CLOSE ASSOCIATES AND MEMBERS

No records found

CAPITAL RESOURCES - INDIVIDUALS

Individual Contributing Capital 1

First Name: Joseph Last Name: Shelzi Suffix:

Types of Capital: Monetary/Equity Other Type of Capital: Total Value of the Capital Provided: \$250000 Percentage of Initial Capital: 100

Capital Attestation: Yes

CAPITAL RESOURCES - ENTITIES

No records found

BUSINESS INTERESTS IN OTHER STATES OR COUNTRIES

No records found

DISCLOSURE OF INDIVIDUAL INTERESTS

No records found

MARIJUANA ESTABLISHMENT PROPERTY DETAILS

Establishment Address 1: 26 Wellman Street

Establishment Address 2:

Establishment City: Lowell

Establishment Zip Code: 02851

Approximate square footage of the Establishment: 13000

How many abutters does this property have?: 26

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

HOST COMMUNITY INFORMATION

Host Community Documentation:

Document Category	Document Name	Type	ID	Upload Date
Certification of Host Community Agreement	HCA Certification.pdf	pdf	5c4df7d78d16491b5c0f4ba9	01/27/2019
Community Outreach Meeting Documentation	Community Meeting Certification.pdf	pdf	5c4df7ee3d84de123a60dd56	01/27/2019
Plan to Remain Compliant with Local Zoning	WF Plan to Remain Compliant with Local Zoning.pdf	pdf	5c4df8713d84de123a60dd5a	01/27/2019

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
Plan for Positive Impact	WF Plan for Positive Impact_100519.pdf	pdf	5d98ce482e767115bf438467	10/05/2019

ADDITIONAL INFORMATION NOTIFICATION

Notification: I Understand

INDIVIDUAL BACKGROUND INFORMATION

Individual Background Information 1

Role: Executive / Officer

Other Role:

First Name: Julianne

Last Name: Shelzi Suffix:

RMD Association: Not associated with an RMD

Background Question: no

Individual Background Information 2

Role: Executive / Officer

Other Role:

First Name: Joseph

Last Name: Shelzi Suffix:

RMD Association: Not associated with an RMD

Background Question: no

Individual Background Information 3

Role: Executive / Officer

Other Role:

First Name: Dominic

Last Name: Shelzi Suffix:

RMD Association: Not associated with an RMD

Background Question: no

ENTITY BACKGROUND CHECK INFORMATION

No records found

MASSACHUSETTS BUSINESS REGISTRATION

Required Business Documentation:

Document Category	Document Name	Type	ID	Upload Date
Articles of Organization	Wellman Farm Inc Art of Org.pdf	pdf	5c2a1076a2404e71ee7e5971	12/31/2018
Bylaws	Wellman Farm Bylaws.pdf	pdf	5c2a10898f456971f845190e	12/31/2018
Secretary of Commonwealth - Certificate of Good Standing	Wellman Farm State of State Certificate of Good Standing 9-2.pdf	pdf	5d98ce88b107e415ca910584	10/05/2019
Department of Revenue - Certificate of Good standing	Wellman MA.DOR Certificate Good Standing Sept. 2019.pdf	pdf	5d98cebe6eb01d1b28fb02a9	10/05/2019

No documents uploaded

Massachusetts Business Identification Number: 001331837

Doing-Business-As Name: N/A

DBA Registration City:

BUSINESS PLAN

Business Plan Documentation:

Document Category	Document Name	Type	ID	Upload Date
Business Plan	Business Plan (Manufacturing) for Wellman Farm.pdf	pdf	5c4de5ba1e71bd1262327eac	01/27/2019
Plan for Liability Insurance	WF Liability Insurance Plan (1).pdf	pdf	5d7a89e2d4b61e1ddc08e0db	09/12/2019
Proposed Timeline	Proposed Timeline_PM_V2.0.pdf	pdf	5d98cf791b7a141b1db842ed	10/05/2019

OPERATING POLICIES AND PROCEDURES

Policies and Procedures Documentation:

Document Category	Document Name	Type	ID	Upload Date
Method used to produce products	WF Methods Used to Produce Products (1).pdf	pdf	5c4de822b411c1126ceff5c5	01/27/2019
Separating recreational from medical operations, if applicable	WF Policy for Separating Recreational from Medical Operations.pdf	pdf	5c4de8b98d16491b5c0f4b8a	01/27/2019
Restricting Access to age 21 and older	WF Policy for Limiting Access to Age 21 and Older (1).pdf	pdf	5c4de8cdc4b7a71b66d0f574	01/27/2019
Prevention of diversion	WF Prevention of Diversion (cultivation).pdf	pdf	5c4de9e93183181258e179a5	01/27/2019
Storage of marijuana	WF Policy and Procedure for Storage of Marijuana.pdf	pdf	5c4dea3f3779161b2a86fcb8	01/27/2019

Transportation of marijuana	WF Policy for the Transportation of Marijuana.pdf	pdf	5c4dea59d7a931124edffc51	01/27/2019
Inventory procedures	WF Policy for Inventory.pdf	pdf	5c4deaa45fd63c1b24eb1d2c	01/27/2019
Quality control and testing	WF Policy for Quality Control and Product Testing.pdf	pdf	5c4dead2293a5312448e5c11	01/27/2019
Dispensing procedures	WF Policy for Dispensing Cultivation_PM.pdf	pdf	5c4deb6beadf341230f6434f	01/27/2019
Personnel policies including background checks	WF Personnel Policies.pdf	pdf	5c4deb903779161b2a86fcbb	01/27/2019
Record Keeping procedures	WF Record Keeping Procedure.pdf	pdf	5c4debc5d7a931124edffc56	01/27/2019
Maintaining of financial records	WF Maintenance of Financial Records Policy and Procedure.pdf	pdf	5c4debdd3183181258e179ab	01/27/2019
Security plan	SECURITY PLAN.pdf	pdf	5c4ded613779161b2a86fcc2	01/27/2019
Qualifications and training	WF Qualifications and Training Policy and Procedure (2).pdf	pdf	5d98d2151b7a141b1db842f1	10/05/2019
Diversity plan	WF Diversity Plan 120519.pdf	pdf	5de939657aad8653363c0281	12/05/2019
Sample of unique identifying marks used for branding	WF Unique Identifying Marks Used For Branding_V2.0.pdf	pdf	5df93946fe65bd5750700b2f	12/17/2019
Types of products Manufactured.	WF Products to be Manufactured_V2.1.pdf	pdf	5df93957cb8cc6573ebd02ed	12/17/2019

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

PRODUCT MANUFACTURER SPECIFIC REQUIREMENTS

No records found

HOURS OF OPERATION

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

Business Plan for Wellman Farm, Inc.

Introduction-

Wellman Farm, Inc was formed as a Massachusetts Corporation specifically for the purpose of applying for licenses in the Adult Use Cannabis market in Lowell Massachusetts. We have secured a facility, located at 26 Wellman St. where we will house the manufacturing and cultivation in a common facility.

Executive Summary-

Wellman Farm, Inc was formed by its three principals Joseph Shelzi, Julianne Shelzi and Dominic Shelzi. This diverse group has a combined business experience of 100+ years. Each individual has achieved substantial success in prior business pursuits. This group came together with the stated purpose of forming a company that would take advantage of the unique business opportunity offered in the creation of the Adult Use Cannabis market in Massachusetts. We believe that our combined business experiences and management approach offers a unique opportunity for success in this endeavor.

Dominic Shelzi- President

Dominic was also born and raised in Dracut. He attended Boston College, and New England School of Law, where he received his Juris Doctor. He had a corporate and litigation practice for many years before becoming Corporate Counsel to a technology company in Massachusetts. In this role, he had extensive personnel responsibility, as well as regulatory responsibility and extensive reporting requirements. Upon the sale of this company, he invested in real estate, concentrating in retail and commercial properties, and holds an extensive portfolio of real estate in Massachusetts and Rhode Island. In the Real Estate arena, Dominic has concentrated on managing construction and establishing surveillance, physical security and access control systems to assist in management of a 12 building facility on 10+ acres.

Joe Shelzi- Clerk

Joe was born in Mexico and moved, with his family, to Dracut, Massachusetts as a young child. He overcame challenges normally faced by an immigrant to eventually attend U-Mass Boston where he received a BS in Business Systems. Joe worked at Fidelity Investments, for its Corporate Security Company, insuring the company's compliance with financial laws and regulations; reporting protocols that will be very similar to those employed in a Cannabis business as well as intellectual security measures. After leaving Fidelity Investments, Joe and his wife Julianne began building a real estate company that manages significant residential and commercial real estate. Joe also became a licensed Caregiver in the Medical Cannabis industry in Massachusetts in 2013, experience and industry contacts that will be invaluable in the implementation of the Cultivation process we will now roll out. He has operated successfully as a caregiver providing medicine to his patient in that role.

Julianne Shelzi- Treasurer

Julianne was born in Lowell, and resided there until she was a teenager, at which time she moved to Dracut. Julianne attended Boston College, and then Vermont Law School, where she received her Juris

Doctor. Her practice focused on real estate and banking law in Boston for many years before joining Joe in real estate development and management.

Business Goals-

We believe the combined experience of our team will be an invaluable asset in implementing all phases of the business plan we have established for this business, including, reporting and physical as well as electronic security, cultivation and manufacturing. These individuals form the management team for Wellman Farm, Inc.

We are committed to the establishment of a cultivation presence as soon as licensure will allow, and intend to roll out the manufacturing in this same location on the heels of getting the cultivation initiative operational. We will use leading industry technology to insure reliable and sustainable yields of product in our cultivation process. We have established methods for processing, drying and packaging of the product as it enters the stream of commerce to insure superior quality and consistency of the product. We intend to keep our manufacturing presence modest to begin so as to insure that we can focus attention on cultivation operations. As stated elsewhere, we intend to produce rosin and ice water hash only in our initial phase of manufacturing. We do not expect that we will need to purchase raw material to begin manufacturing, but if production does not meet our demand, we have established relationships with other cultivators in the State to support our needs temporarily if needed.

We have established a plan to initiate a smaller cultivation and manufacturing facility intentionally. Our goals are to become operational more quickly, to avoid reliance on outside resources, and to be able to focus our energy on implementing a successful grow plan and manufacturing presence from inception, rather than having to operate by trial and error as many larger facilities have done in their roll out. We believe that this plan will give us the greatest likelihood of healthy and successful growth of our business initiative. We do expect to grow beyond this single facility as we reach profitability in this facility. We expect to utilize cash flow to support expansion of our cultivation and manufacturing capability over time. We have also put a request for a retail license in with the City of Lowell. We will consider expanding our request for retail locations outside of Lowell as opportunity allows, but will focus on the success of this first location as our priority out of the gate. We have allowed for 90 days to build out the space, and an additional 30 days for final approval to allow cultivation. These are not shown in operation projections, but are accounted for in the build out budget. Although we have provided for a ramp up time to allow for the first crop to mature to harvest.

Because we have not established our retail location yet, this business plan is for manufacturing, we have set all sales based on wholesale market prices in our financial projections. While there is not yet settled market pricing for Adult Use Cannabis in Massachusetts, there are already market indicators that suggest pricing. We have established numbers that are decidedly on the conservative side of where pricing is projected to be over the first three years of operation. We believe that it is prudent to establish conservative revenue projections and benefit from upside in market pricing should pricing exceed our expectations. This will further help to insure the success of our business model. Lastly, in the event that we are successful in our application for a retail location, the revenue projections would be considerably higher given the greater markup available in a retail location. We would plan to address this additional revenue potential in the business plan for a retail license should the opportunity present itself.

We expect to begin manufacturing with rosin extraction only in the first year of operation. With successful establishment of a revenue stream from this manufacturing method, we may expand to include ethanol extraction to complement the rosin extraction. We will expand our own processing as soon as budget permit.

We can also state that we are committed to achieving Leader Status under the CCC's Leadership Program. We have already met a majority of the prerequisites for inclusion in this program, and we are committed to achieving recognition under this program to the extent possible as we begin operations within the City of Lowell.

To highlight these areas of inclusion, our hiring practices will be in compliance with the Leadership initiative, in that we expect to employ greater than 51% of our workforce from within Massachusetts. A majority of our executive team are residents of Massachusetts. We will outline below our intended efforts to meet energy and best management practices established by the CCC. We will implement a comprehensive training program for all employees, as outlined below. We expect to meet compliance leadership goals as well. We also believe that our community outreach initiatives, outlined below, will fit within the Justice Leadership category.

Cultivation and Manufacturing-

We will locate the manufacturing and cultivation in a common facility. We have secured a Binding Letter of Intent for this 13,000 sf facility from the owners of 26 Wellman Street and are working on concluding a lease with that owner. The Wellman Street location is a vacant building and has been vacant for the nearly four years that the present owner has owned the property. The property includes 8,500 square feet of warehouse and production space that will be utilized for cultivation, as well as a second floor that will be utilized for cultivation support, manufacturing, as well as offices for administrative employees in the business process. We will be occupying the whole building for our cultivation and manufacturing operation. This property is in very good shape and has adequate power and water for our intended use, and a superior security footprint. It is in a quiet area. The property already has a six-foot fence surrounding the property.

We anticipate a budget of about \$70,000 for implementing our modest manufacturing operation. (see Business Pro-forma attached) to complete the initial build out and for operations to bring the manufacturing production to profitability. We expect to have net cash flow within 5-6 months of opening due to the fact that we have sufficient resources on hand so that we do not have to service debt in bringing this location online. The property will require only minimal build out to support the intended use. We expect to frame out a manufacturing room which represents a relatively small expenditure.

Operational structure and security, in all phases of the business will begin with written protocols and detailed training of all personnel in critical phases of business operations (see attached). We expect to increase production beyond this facility as we establish cash flow in the cultivation and manufacturing sectors of this business. It is our goal to establish ourselves as an industry leader in both quantity and quality of product cultivated and manufactured. We are committed to keeping our operations geographically proximate to the extent practical. With this goal in mind, we hope to be able to establish all phases of this business plan within Lowell, provided that we receive necessary support from the City.

It should be noted that we have established a plan for recycling of organic waste materials generated in the cultivation and manufacturing phases of our business. We have met with a local organic recycling company and have proposed providing this material to support an existing composting initiative to benefit local residents and farming initiatives. We have received initial commitments for this initiative, and we will pursue this alliance as we move forward in the licensing process, and will pursue rolling out this initiative for all cultivators who operate in the City of Lowell.

Hiring Practices and Diversity Goals-

We expect this facility to employ between 3 employees in the manufacturing process, including production and packaging, as well as administrative personnel. Our group is uniquely qualified for employee vetting due to the corporate security and management background that our team possesses. We have established a training program, where startup management employees will undergo training at an existing RMD facility. We believe that this method of training will give employees the best foundation for successful implementation of our business plan and will ensure seamless operation during our ramp up to full production. We will give hiring priority to qualified disadvantaged applicants for all open positions, including those with minority status, women, LGBT, veterans and individuals impacted by cannabis criminal convictions. We have a family member who has served as an officer in forward areas, as an active duty member of the military. We expect this individual to join us when his service commitment is completed. We are strongly committed to hiring and working with veterans as well as veteran organizations. We know that employee retention in this phase of the business process will be essential to business continuity and ultimate success of the venture. We have set pay scales and benefit packages to help ensure employee satisfaction.

Financials-

Our team has combined resources that are sufficient to capitalize and support the business plan that we have set forth. We have secured the facility outlined above and have sufficient capital to begin operations of the manufacturing facility, and with our combined real estate resources, income and equity, we are able to finance any extraordinary capital expenditures with use of our cash on hand and equity interest in separately owned real estate. We acknowledge that obtaining business financing for adult cannabis operations will be difficult, at best. For this reason, we have established the above alternative means of capitalizing our business plan through independently held assets.

With our resources and our building background, we are confident in our ability to implement this successful business plan.

CAPITAL SETUP COSTS- Product Manufacturing		
Engineering		\$1,000
Security Systems		\$3,000
Framing interior		\$3,500
Millwork		\$250
Sheetrock and Painting		\$3,000
Plumbing		\$1,650
Electrical upgrades		\$3,500
Flooring		\$2,000
HVAC		\$5,000
Lighting		\$750
Kitchen		\$4,500
Packaging Equipment		\$6,000
Rosin Press		\$7,500
Contingency		\$4,563
TOTAL		\$50,213
Start-up Requirements Itemized		
Item	Cost	
Paperwork		
Legal	\$1,500	
Permits	\$1,500	
Marijuana Licensing	\$5,000	
Business Insurance	\$2,000	
Agent Reg and Background Checks	\$3,800	
Surety Bond	\$0	*(See Note Below)
Location		
Construction	\$50,213	*(See Note Below)
Rent during buildout	\$0	*(See Note Below)
Rent Deposits	\$0	*(See Note Below)
Utility deposits	\$0	*(See Note Below)
BNO Tax		
Safe (800Lbs+)	\$0	*(See Note Below)
Seed to Sale Software	\$0	*(See Note Below)
Seed to Sale Hardware	\$0	*(See Note Below)
Advertising		
Website development	\$250	
Print Ad 1	\$0	
Other Promotional Material	\$500	
Online Ad 1	\$100	
Domain Name	\$15	
Hosting	\$150	
Business Cards	\$100	
Creation of logo	\$100	
Company Stickers	\$350	
Business Equipment		
Computers	\$2,500	
Label Printer	\$1,000	
Scanner (barcode)	\$500	
Barcode Cards	\$1,000	
Business Furniture		
Office Desks	\$500	
File Cabinets	\$150	
Business Phones	\$0	
Business Supplies		
Storage	\$1,100	
Acct Software	\$300	
Packaging Supplies	\$150	
Misc Supplies	\$2,500	
Itemized Total	\$75,280	
* Note- This facility is an integrated cultivation and manufacturing operation, this startup expense was carried in cultivation ant therefore is not carried here, however manufacturing operating expenses are carried in the expense tab.		

Manufacturing Sales Forecast Overview

Sales Forecast Year 1

			Month 1	Month 2	Month 3	Month 4	Month 5	Month 6	Month 7	Month 8	Month 9	Month 10	Month 11	Month 12	Year 1
Sale by Units															
Trim Yield- LBS (12% of Flower Yield)			0	0	0	0	30	30	33	33	33	36	36	36	267
Rosin Yield- Grams (5% of Trim Yield)			0	0	0	0	6810	6810	7491	7491	7491	8172	8172	8172	60609
Ice Water Hash (1% of Trim Yield)			0	0	0	0	2724	2724	2996	2996	2996	3269	3269	3269	24244
Wholesale sale of excess Trim															
Retail Unit Pricing															
	Unit	Price	Month 1	Month 2	Month 3	Month 4	Month 5	Month 6	Month 7	Month 8	Month 9	Month 10	Month 11	Month 12	
Rosin Wholesale/ Gram			\$73.00	\$70.00	\$70.00	\$63.00	\$63.00	\$63.00	\$60.00	\$60.00	\$60.00	\$53.00	\$53.00	\$53.00	
Ice Water Hash			\$73.00	\$70.00	\$70.00	\$63.00	\$63.00	\$63.00	\$60.00	\$60.00	\$60.00	\$53.00	\$53.00	\$53.00	
Sales Revenue															
	Unit		Month 1	Month 2	Month 3	Month 4	Month 5	Month 6	Month 7	Month 8	Month 9	Month 10	Month 11	Month 12	
Rosin Wholesale			\$0.00	\$0.00	\$0.00	\$0.00	\$442,650.00	\$442,650.00	\$448,460.00	\$448,460.00	\$448,460.00	\$448,460.00	\$448,460.00	\$448,460.00	
Ice Water Hash			\$0.00	\$0.00	\$0.00	\$0.00	\$177,060.00	\$177,060.00	\$179,784.00	\$179,784.00	\$179,784.00	\$179,784.00	\$179,784.00	\$179,784.00	
Total Revenue			\$0.00	\$0.00	\$0.00	\$0.00	\$619,710.00	\$619,710.00	\$629,244.00	\$629,244.00	\$629,244.00	\$629,244.00	\$629,244.00	\$629,244.00	
Tax by Product															
	Total Tax %														
Rosin Wholesale	33%		\$0.00	\$0.00	\$0.00	\$0.00	\$146,074.50	\$146,074.50	\$148,321.80	\$148,321.80	\$148,321.80	\$148,321.80	\$148,321.80	\$148,321.80	\$1,182,079.80
Ice Water Hash			\$0.00	\$0.00	\$0.00	\$0.00	\$58,429.80	\$58,429.80	\$59,328.72	\$59,328.72	\$59,328.72	\$59,328.72	\$59,328.72	\$59,328.72	\$472,831.92
Total Taxes			\$0.00	\$0.00	\$0.00	\$0.00	\$204,504.30	\$204,504.30	\$207,650.52	\$207,650.52	\$207,650.52	\$207,650.52	\$207,650.52	\$207,650.52	\$1,182,079.80
Revenue Net of Taxes															
			\$0.00	\$0.00	\$0.00	\$0.00	\$415,205.70	\$415,205.70	\$421,593.48	\$421,593.48	\$421,593.48	\$421,593.48	\$421,593.48	\$421,593.48	\$3,359,972.28

Sales Forecast Year 2&3

			Month 1	Month 2	Month 3	Month 4	Month 5	Month 6	Month 7	Month 8	Month 9	Month 10	Month 11	Month 12	Year 2&3
Sale by Units															
Trim Yield- LBS (12% of Flower Yield)			36	36	39	36	36	39	36	36	39	36	36	39	444
Rosin Yield- Grams (8% of Trim Yield)			8172	8172	8853	8172	8172	8853	8172	8172	8853	8172	8172	8853	100788
Ice Water Hash (1% of Trim Yield)			3269	3269	3541	3269	3269	3541	3269	3269	3541	3269	3269	3541	
Retail Unit Pricing															
	Unit	Price	Month 1	Month 2	Month 3	Month 4	Month 5	Month 6	Month 7	Month 8	Month 9	Month 10	Month 11	Month 12	
Rosin Wholesale/ Gram			\$30.00	\$30.00	\$30.00	\$43.00	\$43.00	\$43.00	\$40.00	\$40.00	\$40.00	\$40.00	\$40.00	\$40.00	
Ice Water Hash			\$30.00	\$30.00	\$30.00	\$43.00	\$43.00	\$43.00	\$40.00	\$40.00	\$40.00	\$40.00	\$40.00	\$40.00	
Sales Revenue															
			Month 1	Month 2	Month 3	Month 4	Month 5	Month 6	Month 7	Month 8	Month 9	Month 10	Month 11	Month 12	
Rosin Wholesale			\$408,600.00	\$408,600.00	\$442,650.00	\$367,740.00	\$367,740.00	\$398,385.00	\$326,880.00	\$326,880.00	\$354,120.00	\$326,880.00	\$326,880.00	\$354,120.00	\$4,409,473.00
Ice Water Hash			\$163,440.00	\$163,440.00	\$177,060.00	\$147,096.00	\$147,096.00	\$159,354.00	\$130,752.00	\$130,752.00	\$141,648.00	\$130,752.00	\$130,752.00	\$141,648.00	
Total Revenue			\$572,040.00	\$572,040.00	\$619,710.00	\$514,836.00	\$514,836.00	\$557,739.00	\$457,632.00	\$457,632.00	\$495,768.00	\$457,632.00	\$457,632.00	\$495,768.00	
Tax by Product															
	Total Tax %														
Rosin Wholesale	33%		\$134,838.00	\$134,838.00	\$146,074.50	\$121,354.20	\$121,354.20	\$131,467.05	\$107,870.40	\$107,870.40	\$116,859.60	\$107,870.40	\$107,870.40	\$116,859.60	\$1,455,126.75
Ice Water Hash			\$53,933.20	\$53,933.20	\$58,429.80	\$48,541.68	\$48,541.68	\$52,586.82	\$43,148.16	\$43,148.16	\$46,743.84	\$43,148.16	\$43,148.16	\$46,743.84	\$382,050.70
Total Taxes			\$188,773.20	\$188,773.20	\$204,504.30	\$169,895.88	\$169,895.88	\$184,053.87	\$151,018.56	\$151,018.56	\$163,603.44	\$151,018.56	\$151,018.56	\$163,603.44	\$2,037,177.45
Revenue Net of Taxes															
			\$383,266.80	\$383,266.80	\$415,205.70	\$344,940.12	\$344,940.12	\$373,685.13	\$306,613.44	\$306,613.44	\$332,164.56	\$306,613.44	\$306,613.44	\$332,164.56	\$4,136,087.55

Manufacturing Operating Expense Overview

Projection Plan Year 1

Cash Flow													
Expenditures	Month 1	Month 2	Month 3	Month 4	Month 5	Month 6	Month 7	Month 8	Month 9	Month 10	Month 11	Month 12	Year 1
Payroll	\$13,500	\$13,500	\$13,500	\$13,500	\$30,000	\$30,000	\$40,000	\$40,000	\$40,000	\$40,000	\$40,000	\$40,000	\$340,500
Professional	\$250	\$250	\$250	\$250	\$250	\$250	\$250	\$250	\$250	\$250	\$250	\$250	\$3,000
Gross Rent	\$500	\$500	\$500	\$500	\$500	\$500	\$500	\$500	\$500	\$500	\$500	\$500	\$6,000
Utilities	\$300	\$300	\$300	\$400	\$400	\$400	\$400	\$400	\$400	\$400	\$400	\$400	\$4,500
Insurance	\$150	\$150	\$150	\$150	\$150	\$150	\$150	\$150	\$150	\$150	\$150	\$150	\$1,800
Payroll Taxes	\$2,025	\$2,025	\$2,025	\$2,025	\$4,500	\$4,500	\$6,000	\$6,000	\$6,000	\$6,000	\$6,000	\$6,000	\$53,100
Fringe Benefits	\$1,620	\$1,620	\$1,620	\$1,620	\$3,600	\$3,600	\$4,800	\$4,800	\$4,800	\$4,800	\$4,800	\$4,800	\$42,480
Security Service	\$150	\$150	\$150	\$150	\$150	\$150	\$150	\$150	\$150	\$150	\$150	\$150	\$1,800
Lab Testing	\$0	\$0	\$0	\$0	\$500	\$500	\$500	\$500	\$500	\$500	\$500	\$500	\$4,000
Supplies	\$500	\$500	\$500	\$500	\$1,000	\$500	\$500	\$500	\$500	\$500	\$500	\$500	\$6,500
IT and Software	\$200	\$200	\$200	\$200	\$200	\$200	\$200	\$200	\$200	\$200	\$200	\$200	\$2,400
Vehicles	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Subtotal	\$19,195	\$19,195	\$19,195	\$19,295	\$41,250	\$40,750	\$53,450	\$53,450	\$53,450	\$53,450	\$53,450	\$53,450	\$466,080
Net Cash Flow	-\$19,195	-\$19,195	-\$19,195	-\$19,295	\$373,956	\$374,456	\$368,143	\$368,143	\$368,143	\$368,143	\$368,143	\$368,143	\$2,880,392
Personnel Plan													
	Month 1	Month 2	Month 3	Month 4	Month 5	Month 6	Month 7	Month 8	Month 9	Month 10	Month 11	Month 12	
Management	0.5	0.5	0.5	0.5	1	1	1	1	1	1	1	1	
Processing	1	1	1	1	2	2	4	4	4	4	4	4	
Packaging	0.5	0.5	0.5	0.5	1	1	1	1	1	1	1	1	
Administration	0.5	0.5	0.5	0.5	1	1	1	1	1	1	1	1	
Security	0.5	0.5	0.5	0.5	1	1	1	1	1	1	1	1	
	3	3	3	3	6	6	8	8	8	8	8	8	

Projection Plan Year 28.3

[illegible]

Community Initiatives-

We have a strong historical connection to Lowell because our team grew up in the area, and we know many people who live in Lowell. We have a history of supporting local businesses and plan to do so in implementing our business plan in Lowell. We are confident that the relationship between our business and the City of Lowell will be a mutually beneficial relationship, and we look forward to working with the City in establishing our business here. We have agreed to terms of a Host Community Agreement presented by the City of Lowell and support the City's intent to participate in the Community Impact Fee established by the CCC. This will create a substantial revenue stream for the City. In addition, we intend to be a diversity employer as we outlined above, and to give priority to Lowell residents in our hiring practices. We believe that this will add to the quality of the positive impact that our business will have in Lowell. We are committed to hiring area residents to staff our operations as a priority in our hiring plan. We expect to employ between 8-9 employees by the end of our first year in operation at this location, of which we expect at least 75% to be full time employees. As we grow our business in Lowell we foresee the workforce expanding and will seek to keep the majority of employees as full-time positions. These positions will generally pay much better than entry level compensation to the workers, with a benefits package that is aimed at employee retention. We will give local vendors priority in our purchasing and seeking of services for the establishment and operation of this business.

The property we have chosen for this operation is vacant at present, and our business plan will repurpose this property to the substantial benefit of the City. We will implement capital improvements that will employ City residents, and will increase the valuation of this property, thus improving the tax base for the City as well.

As a further part of our community outreach, we plan to support the community by establishing a fund to assist in purchasing Narcan as soon as revenue will support this initiative. We recognize that opioid abuse is having a detrimental effect on this community at large. Unfortunately, there are not sufficient resources to make substantial inroads in treating and preventing opioid abuse and addiction at this time. To establish an immediate response, we propose establishing an annual contribution to the City to assist healthcare providers in purchasing Narcan. Acknowledging that this effort will only treat the symptoms, we further propose forming a research collaborative with the University of Mass, Lowell Campus to research and formulate policy to help combat the larger problems associated with opioid addiction and to establish more effective methods of reaching those affected by opioid addiction. We believe that there is a substantial body of evidence that cannabis can have a significant benefit when used as a medicine to help combat addiction. We want to focus, in part, on this research to investigate and determine how cannabis can be used to positively impact the blight of addiction. We foresee that this effort may dovetail into a cannabis research license in the future as would our established relationship with the University of Mass, Lowell Campus. We intend to make these efforts an integrated element of our overall business plan. This team possesses a long history of community support and outreach, and we hope to bring our resources in this venture to bear in our continued effort to support the City of Lowell and the greater community. We will also support an existing community composting initiative as outlined above.

In addition, we have begun investigation of the idea of forming a group to establish a Community Banking initiative that would serve dual purposes for the City of Lowell. With the banking challenges faced by business in the cannabis industry in Massachusetts, we believe that a community bank

committed to serving these businesses would be a great resource to the businesses looking to establish themselves in the City. Much like the utility aggregation initiative implemented in Lowell, community banking could be an initiative that benefits the greater community as well. With the substantial capital expected to be generated in this industry, a community bank could be an economic engine to foster development and growth within the City as this industry establishes itself and grows to maturity. We look forward to exploring this initiative as we continue to develop our business presence in the City of Lowell. We are supportive of the proposition that this business opportunity can benefit the entrepreneurs, like us, as well as the community at large. We look forward to exploring ways that this business initiative can serve those dual goals.

Safety and Security-

We have presented information regarding the background of our management team. We believe that we have a broad range of experience that will benefit security. This experience will be especially valuable in establishing and implementing safety and security protocols. We have established protocols for physical, electronic and intellectual security as well as a comprehensive inventory system and other operation systems necessary to securely operate this facility (see attached). We recognize the necessity to focus on regulatory compliance and, with this in mind we have identified an industry-based inventory and accounting system to form the backbone of our administrative protocol. To the extent necessary, we intend to utilize industry experienced security specialists to advise and implement our security system and plan. We will engage the Lowell Police Department to review our security protocols, anti-diversion plans, diversion to children prevention plans and physical security placement as appropriate. We will setup education initiatives to help with understanding and educating our clients and the community about the danger associated with drugged driving, alternatives to smoking, signs of addictive behavior and use by adolescents.

Our physical security will begin with establishing perimeter security at our production facilities. We will be able to manage perimeter intrusion coupled with state of the art electronic surveillance systems at this facility, both outside and within the facility. We expect to employ mantrap access limitation systems to limit methods and manner of access at this facility as well. We will maintain a high level of physical security at all of our operations at all times. We will employ limited access secure storage of all inventory at all times.

As for electronic security, we have personnel that have been trained in state of the art electronic measures, and countermeasures. We will implement an electronic security profile that will include intrusion prevention, intrusion detection, and countermeasures to deter and prevent access to secure data. We acknowledge that electronic security is as essential to our security profile, and we have put the same thought into these measures that we have put into our physical security profile.

We will use cash management policies that employ bank sanctioned cash transportation systems as well as secure onsite storage of cash generated in the business process. We have established a banking relationship with a bank that is aware of the business model and welcomes participation of our cannabis based business in their banking portfolio.

We believe that our security plan will allow us to grow safely and reliably as we implement our business plan as outlined herein. IN addition, our CPA is representing multiple businesses in the medical cannabis industry for over 5 years, and we are confident in our ability to remain compliant with all regulations and financial reporting with this resource. Our legal counsel, likewise, has extensive background in municipal as well as state cannabis regulatory affairs.

Summary-

As outlined in the Process Review and Approval Document for Marijuana Businesses in Lowell, Wellman Farm, Inc. fulfills all of the items outlined as Preferences by the City of Lowell.

- **Purchase or lease of a vacant or underutilized parcel-**

This locations is underutilized and vacant.

- **Cultivation facilities within City of Lowell-**

Wellman Farm will cultivate its marijuana in Lowell providing jobs, taxes and supplemental revenue for the City.

- **Commitment to expansion of cultivation/manufacturing facilities within the City of Lowell-**

Wellman Farm is already looking to expand its cultivation footprint and is in negotiations with a landowner to secure the property.

- **Priority to woman-, minority-, and/or veteran-owned businesses-**

Wellman Farm is Woman and Minority owned.

- **Business plan demonstrating sufficient capital to adequately fund operation-**

Wellman Farm is well capitalized for and has the ability to fund the build out and operation of our facility.

- **Commitment to community impact/outreach above and beyond requirements in the Host Community Agreement-**

As described in our business plan Wellman Farm will engage the community outside of what is required in the HCA. We are committed to helping the City in any way possible to combat the opioid crisis gripping our community, including the establishment of a fund to purchase Narcan or other programs that are needed by the City and its stakeholders.

- **Commitment to meeting and exceeding the Leadership Rating Criteria laid out by the Cannabis Control Commission-**

Wellman Farm is committed to meeting and exceeding all of the Leadership Ratings established by the Commission including;

- **Social Justice Leader;**
 - 1% of our gross revenue will be donated to the Commissions Social Equity Training and Technical Assistance Fund
 - We will conduct 50 hours of educational seminars targeted to residents of areas of disproportionate impact in one or more of the following: marijuana cultivation, marijuana product manufacturing, marijuana retailing, or marijuana business training.
- **Local Employment Leader;**
 - 51% or more of our employees will have been a Massachusetts resident for 12 months or more.
 - 51% or more of our executives have been a Massachusetts resident for 12 months or more.
- **Energy and Environmental Leader; and**
 - We will meet or exceed our energy and environmental impact goals every year.
 - We will document and comply with best management practices for energy use, waste disposal and environmental impact.
 - If applicable, we will document that renewable energy credits representing 100% of the licensee's energy usage have been retired.
 - We intend to label all of our products as being produced using 100% renewable energy.
- **Compliance Leader**
 - All of our employees will complete all required trainings for their positions within 90 days of hire.
 - We are committed to being 100% compliant with all laws and regulations and to not receive any written deficiency statements, cease and desist orders or quarantine orders.

Thank you for your attention and consideration of this plan, we look forward to working with the City Leadership, community stakeholders and the citizens of Lowell in operating a safe, compliant and beneficial business in the City.

Sincerely,

Dominic Shelzi, President
Wellman Farm, Inc.

Wellman Farm Plan for Obtaining Liability Insurance

(This document is a summary of the Wellman Farm Plan to obtain Liability Insurance.)

Purpose

The purpose of this plan is to outline how Wellman Farm will obtain and maintain the required General Liability and Product Liability insurance coverage as required pursuant to 935 CMR 500.105(10), or otherwise comply with this requirement.

Research

Wellman Farm has engaged with multiple insurance providers offering General and Product Liability Insurance coverage in the amounts required in 935 CMR 500.105(10). These providers are established in the legal marijuana industry. We are continuing these discussions with the insurance providers and will engage with the provider who best suits the needs of the company once we receive a Provisional License.

Plan


1. Once Wellman Farm receives its Provisional Marijuana Establishment License we will engage with an insurance provider who is experience in the legal marijuana industry.
 - a. Wellman Farm will obtain and maintain general liability insurance coverage for no less than \$1,000,000 per occurrence and \$2,000,000 in aggregate, annually, and product liability insurance coverage for no less than \$1,000,000 per occurrence and \$2,000,000 in aggregate, annually.
 - b. The deductible for each policy shall be no higher than \$5,000 per occurrence.
2. In the event that Wellman Farm cannot obtain the required insurance coverage, Wellman Farm will place a minimum of \$250,000 in an escrow account. These funds will be used solely for the coverage of liabilities.
 - a. Wellman Farm will replenish this account within ten business days of any expenditure.
3. Wellman Farm will maintain reports documenting compliance with 935 CMR 500.105(10) in a manner and form determined by the Commission and make these reports available to the Commission up request.

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, Dominic Shelzi, (insert name) certify as an authorized representative of Wellman Farm, Inc (insert name of applicant) that the applicant has executed a host community agreement with City of Lowell (insert name of host community) pursuant to G.L.c. 94G § 3(d) on 11/21/2018 (insert date).


Signature of Authorized Representative of Applicant

Host Community

I, Eileen Donoghue, (insert name) certify that I am the contracting authority or have been duly authorized by the contracting authority for City of Lowell (insert name of host community) to certify that the applicant and City of Lowell (insert name of host community) has executed a host community agreement pursuant to G.L.c. 94G § 3(d) on 11/21/2018 (insert date).


Signature of Contracting Authority or
Authorized Representative of Host Community

Community Outreach Meeting Attestation Form

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

I, Dominic Shelzi, (insert name) attest as an authorized representative of Wellman Farm, Inc. (insert name of applicant) that the applicant has complied with the requirements of 935 CMR 500 and the guidance for licensed applicants on community outreach, as detailed below.

1. The Community Outreach Meeting was held on July 31, 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 July 20, 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 July 20, 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 July 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*).

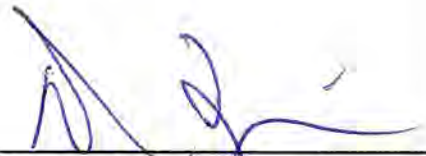
5. Information was presented at the community outreach meeting including:
 - a. The type(s) of Marijuana Establishment to be located at the proposed address;
 - b. Information adequate to demonstrate that the location will be maintained securely;
 - c. Steps to be taken by the Marijuana Establishment 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.



Certification

I hereby certify under the pains and penalties of perjury that I sent the attached notice of "Community Outreach Meeting" to all abutters contained on the attached certified list of abutters provided by the City of Lowell Chief Assessor by first class mail on July 19, 2018, and that the attached ad ran in the Lowell Sun on July 20, 2018. I further caused the notice to be delivered to the City of Lowell Clerks Office, Planning Department, City Manager and Mayor as evidenced by the time stamped copied of the notice attached hereto on the date and time stamped on said copied.

All of said notices were provided in accordance with Guidance for Applicants on Community Outreach published by the Cannabis Control Commission.



Dominic Shelzi, President
Wellman Farm, Inc.

Classifieds

Public Notice

Notice
is hereby given that a **Community Outreach Meeting** for a proposed Marijuana Establishment is scheduled for **July 31, 2018 at 6 PM at Cobblestones, 91 Dutton Street, Lowell, MA.** The proposed cultivation establishment is anticipated to be located at 26 Wellman Street, Lowell, MA. There will be an opportunity for the public to ask questions.

July 20, 2018

LEGAL NOTICE
The Harvard Planning Board will conduct a public hearing on **MONDAY, JULY 30, 2018**

at 7:30pm in the Town Hall Meeting Room, 13 Ayer Road, Harvard to consider the Application of **CALLAHAN REALTY TRUST**

for a Special Permit, Driveway Site Plan Approval and Scenic Road Consent as required by M.G.L. Chapter 40A, Section 15C and 40A, and the "Code of the Town of Harvard" as amended, Chapters 90, 125-29D, 125-31B and 125-46, for the creation of a Type 2 hammerhead lot, the removal of four street trees and a portion of the existing stone wall for the driveway at 168 Bolton Road, Harvard.

A copy of the Application may be reviewed in the Land Use Office or the Town Clerks Office during normal business hours. Persons wishing to be heard on these matters should appear at the designated time and place.

Erin McBee, Chair
Harvard Planning Board

July 13, 20, 2018

Public Notice

NOTICE OF MORTGAGEE'S SALE OF REAL ESTATE
By virtue and in execution of the Power of Sale contained in a certain mortgage given by **Carl J. Turner** to Bank of America, N.A. dated March 28, 2008 and recorded with the Middlesex County (Northern District) Registry of Deeds at Book 22059, Page 1, of which mortgage the undersigned is the present holder by assignment from Bank of America, N.A. to Federal National Mortgage Association dated March 17, 2015 and recorded with said registry on March 30, 2015 at Book 28931 Page 67 and by assignment from Federal National Mortgage Association to PROF-2014-S2 Legal Title Trust II, by U.S. Bank National Association, as Legal Title Trustee dated December 13, 2016 and recorded with said registry on

Public Notice

Legal Notice
Notice to Residents of the Town of Littleton
All Habitat Services, LLC will be making an application of **Fluridone and Diquat**, both aquatic herbicides, to Long Lake & Spectacle Pond for the purpose of aquatic weed control on one of the following dates: July 23, 24, 25, 26, 27, 30, 31; A final follow up application will also be made on one of the following dates: August 1, 2, 3, 6, 7, 8, 9, 10, 13, 14, 15, 16, 17, 20, 21, 22, 23, 24, 27, 28, 29, 30, 31; September 3, 4, 5, 6, 7, 10, 11, 12, 13, 14, 17, 18, 19, 20, 21, 24, 25, 26, 27, 28; October 1, 2, 3, 4, 5, 8, 9, 10, 11, 12, 13, 15, 16, 17, 18, 19, 22, 23, 24, 25, 26, 29, 30, 31; of 2018. Information on the specific date of application may be obtained from David Roach, All Habitat Services, PO Box 231, Branford, CT 06405, 203-245-1212. Avoid use of the water for the following purposes on the day of treatment for swimming and other water-contact activities, drinking, fishing, livestock watering, and irrigation. Do not use the water for drinking for 3 days after treatment, irrigation to turf and ornamentals for 3 days after treatment and irrigation to food crops for 5 days after treatment. Do not use the water for irrigation to tree crops for 7 days after treatment and irrigation to row crops/turf/plants for 14 days after treatment. Signs will be posted the day of the treatment.

July 20, 2018

Public Notice

Public Notice

CARE AND PROTECTION, TERMINATION OF PARENTAL RIGHTS, SUMMONS BY PUBLICATION, DOCKET NUMBER: 18CP0102LO,
Trial Court of Massachusetts, Juvenile Court Department, COMMONWEALTH OF MASSACHUSETTS, Middlesex County Juvenile Court, 89 Appleton Street, Lowell, MA 01852
TO: Rick Wainaina: A petition has been presented to this court by DCF - Lowell, seeking, as to the following child, Nyla Wainaina, that said child be found in need of care and protection and committed to the Department of Children and Families. The court may dispense the rights of the person(s) named herein to receive notice of or to consent to any legal proceeding affecting the adoption, custody, or guardianship or any other disposition of the child named herein, if it finds that the child is in need of care and protection and that the best interests of the child would be served by said disposition.

You are hereby ORDERED to appear in this court, at the court address set forth above, on the following date and time:
09/07/2018, 08:30 AM Pre Trial Conference (CR/CV)
You may bring an attorney with you. If you have a right to an attorney and if the court determines that you are indigent, the court will appoint an attorney to represent you. If you fail to appear, the court may proceed on that date and any date thereafter with a trial on the merits of the petition and an adjudication of this matter. For further information call the Office of the Clerk-Magistrate at 978-441-2630.

WITNESS: Hon. Jay D. Blitzman, FIRST JUSTICE
Elizabeth Sheehy, DATE
ISSUED: 07/13/2018

July 20, 23, 30, 2018

Public Notice

Public Notice

CARE AND PROTECTION, TERMINATION OF PARENTAL RIGHTS, SUMMONS BY PUBLICATION (UNKNOWN PARENT(S)), DOCKET NUMBER: 18CP0102LO,
Trial Court of Massachusetts, Juvenile Court Department, COMMONWEALTH OF MASSACHUSETTS, Middlesex County Juvenile Court, 89 Appleton Street, Lowell, MA 01852
TO: Jose Raymond Gonzalez and unknown/unnamed father of Myahliya Gonzalez: A petition has been presented to this court by DCF - Lowell, seeking, as to the following child, Myahliya Gonzalez, that said child be found in need of care and protection and committed to the Department of Children and Families. The court may dispense the rights of the person(s) named herein to receive notice of or to consent to any legal proceeding affecting the adoption, custody, or guardianship or any other disposition of the child named herein, if it finds that the child is in need of care and protection and that the best interests of the child would be served by said disposition.

You are hereby ORDERED to appear in this court, at the court address set forth above, on the following date and time:
09/07/2018, 08:30 AM Pre Trial Conference (CR/CV)
You may bring an attorney with you. If you have a right to an attorney and if the court determines that you are indigent, the court will appoint an attorney to represent you. If you fail to appear, the court may proceed on that date and any date thereafter with a trial on the merits of the petition and an adjudication of this matter. For further information call the Office of the Clerk-Magistrate at 978-441-2630.

WITNESS: Hon. Jay D. Blitzman, FIRST JUSTICE
Elizabeth Sheehy, DATE
ISSUED: 07/13/2018

July 20, 23, 30, 2018

Public Notice

Public Notice

MORTGAGEE'S NOTICE OF SALE OF REAL ESTATE

By virtue and in execution of the Power of Sale contained in a certain Mortgage given by Robert C. McAnespie and Suzanne F. McAnespie to Wells Fargo Home Mortgage, Inc., dated April 24, 2000 and recorded with the Middlesex County (Northern District) Registry of Deeds at Book 10779, Page 219 for breach of the conditions of said Mortgage and for the purpose of foreclosing same will be sold at Public Auction at 12:00 PM on August 10, 2018 at 39 Barton Avenue aka 47 Barton Avenue, Dracut, MA, all and singular the premises described in said Mortgage, to wit:

The land in said Dracut, with the buildings thereon, situated on the northerly side of Barton Avenue and the easterly side of Fanning Avenue and thus bounded and described: SOUTHERLY by said Barton Avenue, one hundred seventeen and 76/100 (117.76) feet; EASTERLY by Lot 18 on a plan of land hereinafter mentioned, one hundred twelve and 75/100 (112.75) feet; NORTHERLY by Lot 13 on said plat, ninety-five (95) feet; and WESTERLY by said Fanning Avenue, one hundred nineteen and 22/100 (119.22) feet. Containing 12,080 square feet of land and being Lot 17 on a plan entitled "Varnum Heights, Dracut, Massachusetts", belonging to Costas Psounos and Antonios Katsikas" sub-divided June, 1956, and recorded in Middlesex North District Registry of Deeds, Plan Book 87, Plan 200 as amended by a plan drawn by Dana F. Perkins & Sons, Inc., C.E.'s, dated September 13, 1960 and recorded with said Registry in Plan Book 93, Plan 114. This conveyance is made subject to a Grant to New England Telephone & Telegraph Co., et al dated December 11, 1957, and recorded with said Registry, Book 1392, Page 343, insofar as now in force and applicable to the premises hereby conveyed. Also conveyed subject to any restrictions which are of record and still in force and applicable to the premises hereby conveyed. For title, see deed from Donald J. Vallois and Donna M. Vallois, i/k/a Donna M. Downey dated April 24, 2000 and recorded herewith. The premises are to be sold subject to and with the benefit of all easements, restrictions, encroachments, building and zoning laws, liens, unpaid taxes, tax titles, water bills, municipal liens and assessments, rights of tenants and parties in possession, and attorney's fees and costs.

TERMS OF SALE:

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

Other terms, if any, to be announced at the sale.
Wells Fargo Bank, N.A. successor by merger to Wells Fargo Home Mortgage, Inc.
Present Holder of said Mortgage,

By Its Attorneys,
ORLANDS PC
PO Box 540540
Waltham, MA 02454
Phone: (781) 790-7800
18-002646

July 20, 27, 2018

MORTGAGEE'S NOTICE OF SALE OF REAL ESTATE



Sun, The



Publication Name:

Sun, The

Publication URL:

www.lowellsun.com/ (<http://www.lowellsun.com/>)

Publication City and State:

Lowell, MA

Publication County:

Middlesex

Notice Popular Keyword Category:

Notice Keywords:

Notice Authentication Number:

201811241146481100421

1239071861

Notice URL:

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Notice Publish Date:


Friday, July 20, 2018

Notice Content

Notice is hereby given that a Community Outreach Meeting for a proposed Marijuana Establishment is scheduled for July 31, 2018 at 6 PM at Cobblestones, 91 Dutton Street, Lowell, MA. The proposed cultivation establishment is anticipated to be located at 26 Wellman Street, Lowell, MA. There will be an opportunity for the public to ask questions. July 20, 2018

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ATTACHMENT B-1

Wellman Farm, Inc.

P.O. Box 180629
Boston, MA 02116

'18 JUL 20 10:20AM

July 19, 2018

Friends and Neighbors,

My name is Dominic Shelzi. I am the president of Wellman Farm, Inc. We have applied for a license to operate a Marijuana Cultivator Establishment at 26 Wellman Street in the City of Lowell. As part of that process we have been asked to reach out to neighbors. You are receiving this notice because you are an abutter or landowner within a 300 foot radius of our proposed location. We are required to supply notice in the following format:

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If you have any questions about our proposed facility you are welcome to join us at the date and time listed above.

Dominic Shelzi, President



Wellman Farm, Inc.

Wellman Farm, Inc.

P.O. Box 180629
Boston, MA 02116

RECEIVED
DIVISION OF
DEVELOPMENT SERVICES
2018 JUL 20 AM 10:28

July 19, 2018

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Wellman Farm, Inc.

Wellman Farm, Inc

P.O. Box 180629
Boston, MA 02116

July 19, 2018

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Dominic Shelzi, President



Wellman Farm, Inc.

2018 JUL 20 AM 10:35

Wellman Farm, Inc.

P.O. Box 180629
Boston, MA 02116

July 19, 2018

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Dominic Shelzi, President



Wellman Farm, Inc.

Received 7/20/18
[Signature]

Wellman Farm, Inc

**P.O. Box 180629
Boston, MA 02116**

July 19, 2018

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Dominic Shelzi, President



Wellman Farm, Inc.

Office of the Board of Assessors
City Hall • 375 Merrimack Street • Lowell, MA 01852
P: 978.674.4200 • F: 978.970.4205
www.LowellMA.gov

Susan A. LeMay, MAA
Chief Assessor
Mabel E. Bond
Joel H. Cohen
Assessors

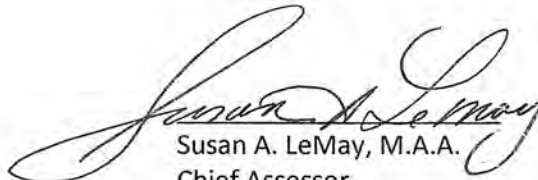
July 12, 2018

RE: Abutters List for Boston Cannabis Control Commission

Dear Board Members:

This is to attest that the individuals described on the attached listing are the certified list of parties in interest in Lowell, MA of the premises located at 26 Wellman Street, Lowell, MA.

Very truly yours,

A handwritten signature in cursive script, reading "Susan A. LeMay".

Susan A. LeMay, M.A.A.
Chief Assessor
Board of Assessor

Attachment(s) – 2 pages
cc: Assessor File

SAL/kr

RE: 50.1 LOWES WAY

TANGLEWOOD INVESTORS LTD PARTNERSHIP
C/O LOWE'S HOME CENTERS - TAX DEPT
1000 LOWES BLVD
MOORESVILLE, NC 28117

RE: 59 LOWES WAY

CONNECTOR PARK EQUITY PARTNERS LLC
150 EAST 58TH ST STE 2000
NEW YORK, NY 10155

RE: 11 NEWELL ST

SISOWATT KANIKA
11 NEWELL ST
LOWELL, MA 01851

RE: 15 NEWELL ST

TREMBLAY PAUL J
TREMBLAY MARIE ANN C
15 NEWELL ST
LOWELL, MA 01851-5108

RE: 21 NEWELL ST

TOV PHANNARA
TOV DARA
21 NEWELL ST
LOWELL, MA 01851

RE: 29 NEWELL ST

GRAVLIN DAVID B
29 NEWELL ST
LOWELL, MA 01851

RE: 16 NORCROSS ST

FLOOD JANET
16 NORCROSS ST
LOWELL, MA 01851

RE: 18 WELLMAN ST

EVIA DEVELOPMENT LLC
MATTHEOS DIMITRIOS MANAGER
34 WELLMAN ST
LOWELL, MA 01851

RE: 26 WELLMAN ST

KRETE DEVELOPMENT INC
C/O DIMITRIOS MATTHEOS
34 WELLMAN ST
LOWELL, MA 01851

RE: 34 WELLMAN ST

MATTHEOS DIMITRIOS
MATTHEOS DESPINA
34 WELLMAN ST
LOWELL, MA 01851-5110

RE: 42 WELLMAN ST

CP LAND PARTNERS LLC
C/O KS PARTNERS LLC
150 EAST 58TH ST SUITE 2000
NEW YORK, NY 10155

RE: 694 CHELMSFORD ST

SURON PROPERTY MANGEMENT LLC
5 IDAHO DR
TYNGSBORO, MA 01879

RE: 697 CHELMSFORD ST

NGUYEN TRAM
697 CHELMSFORD ST
LOWELL, MA 01851

RE: 700 CHELMSFORD ST

ROURKE COURTNEY
700 CHELMSFORD ST
LOWELL, MA 01851

RE: 703 CHELMSFORD ST

TRS M A S REALTY TRUST
SARANDOPOLIS MICHAEL A TRUSTEE
75 GLEZEN LN
WAYLAND, MA 01778

RE: 704 CHELMSFORD ST

LACOURT REALTY LLC
30 COLLEGE AVE
SOMERVILLE, MA 02144

RE: 704.1 CHELMSFORD ST

OLDE ENGLISH APARTMENTS
LIMITED PARTNERSHIP
39 BRIGHTON AVE
ALLSTON, MA 02134

RE: 705 CHELMSFORD ST

BRINE JOSEPH W
705 CHELMSFORD ST
LOWELL, MA 01851

RE: 715 CHELMSFORD ST

BRINE JOSEPH W
715 CHELMSFORD ST
LOWELL, MA 01851

RE: 719 CHELMSFORD ST

NUTH KIM
NUTH SAM
719 CHELMSFORD ST
LOWELL, MA 01851

RE: 724 CHELMSFORD ST

EVIA DEVELOPMENT LLC
34 WELLMAN ST
LOWELL, MA 01851

RE: 725 CHELMSFORD ST

DIXON BERTRAND E
DIXON STEPHEN T ET AL
727 CHELMSFORD ST
LOWELL, MA 01851

RE: 733 CHELMSFORD ST

KANE TERENCE J
25 DIAZ DR
TYNGSBORO, MA 01879

RE: 743 CHELMSFORD ST

ALEXANDER LOUIDA
ALEXANDER LOUIDA ET AL
743 CHELMSFORD ST
LOWELL, MA 01851

RE: 745 CHELMSFORD ST

OVIEDO WALTER
745 CHELMSFORD ST
LOWELL, MA 01851

Plan to Remain Compliant with Local Zoning

Purpose

The purpose of this plan is to outline how Wellman Farm, Inc. (Wellman Farm) will remain in compliance and ensure that the Marijuana Establishment is and will remain compliant with local codes, ordinances and bylaws for the physical address of our Marijuana Establishment at 26 Wellman Street in Lowell, MA, which includes, but is not be limited to, the identification of any local licensing requirements for the adult use of marijuana.

Background

The Lowell City Council enacted a City Zoning Ordinance that established zoning restrictions for Adult-Use marijuana establishments.

The City of Lowell Zoning Ordinance, Article VII Section 7.10 regulates the time, place and manner of Marijuana Establishments within the City. Article XII Table of Uses allows Cultivation Marijuana Establishments in the HRC (High-Rise Commercial) District upon the issuance of a Special Permit from the Lowell Planning Board.

There is no buffer zone requirement for Marijuana Cultivation Establishments:

26 Wellman Street is located in the HRC District and although there are no buffer zones from protected uses, this parcel is well outside of the 500' buffer zone from schools pursuant to 935 CMR 725.100(3)

Plan:

Wellman Farm is currently fully compliant with all of the requirements outlined in the Ordinance and with the Special Permit Approval Criteria outlined in the Lowell Zoning Ordinance.

It is the intention of Wellman Farm to remain compliant with all relevant local codes and ordinances applicable to a Marijuana Cultivation Establishments.

In addition to Wellman Farm remaining compliant with the existing Lowell Zoning Ordinance, our executive management team and General Counsel will continually engage with the City of Lowell to remain up to date with local codes zoning ordinances and by-laws, to remain fully compliant with these requirements. Our executive team enjoys a positive working relationship with the City, and we have consulted with the City on details of our plan for initiation of the cultivation facility. We intend to continue a dialogue to ensure that no adverse regulatory issues arise with the City. To that end, the Host Community Agreement executed between Wellman Farm and the City of Lowell provides for an annual meeting and review of operating status for the cultivation facility. Should any unexpected issue arise, we will be in a position to address that issue with the City of

Lowell in a timely manner, and to correct any unintended issue that may arise regarding codes, ordinances and bylaws of the City in a cooperative manner.

With the above in mind, it is the policy and intention of Wellman Farm, to operate as a responsible neighbor and member of the local community. We will take necessary and reasonable actions in all operational decisions to maintain a harmonious relationship with our neighbors and other members of the local community. We have communicated our plans to abutters in the required Community Outreach Meeting, and found the reaction and response of those in attendance to be overwhelming positive and supportive of our initiative.

D

The Commonwealth of Massachusetts

William Francis Galvin

Secretary of the Commonwealth

One Ashburton Place, Boston, Massachusetts 02108-1512

FORM MUST BE TYPED

Articles of Organization

FORM MUST BE TYPED

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

ARTICLE I

The exact name of the corporation is:

Wellman Farm, Inc.

ARTICLE II

Unless the articles of organization otherwise provide, all corporations formed pursuant to G.L. Chapter 156D have the purpose of engaging in any lawful business. Please specify if you want a more limited purpose:

ARTICLE III

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

WITHOUT PAR VALUE		WITH PAR VALUE		
TYPE	NUMBER OF SHARES	TYPE	NUMBER OF SHARES	PAR VALUE
			275,000	\$.01

*G.L. Chapter 156D eliminates the concept of par value, however a corporation may specify par value in Article III. See G.L. Chapter 156D, Section 6.21, and the comments relative thereto.

ARTICLE IV

Prior to the issuance of shares of any class or series, the articles of organization must set forth the preferences, limitations and relative rights of that class or series. The articles may also limit the type or specify the minimum amount of consideration for which shares of any class or series may be issued. Please set forth the preferences, limitations and relative rights of each class or series and, if desired, the required type and minimum amount of consideration to be received.

None

ARTICLE V

The restrictions, if any, imposed by the articles of organization upon the transfer of shares of any class or series of stock are:

Restrictions, if any, ^{may be} as set forth in Shareholders Agreement.

ARTICLE VI

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

See attached Addendum.

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

ARTICLE VII

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

Upon filing.

ARTICLE VIII

The information contained in this article is not a permanent part of the articles of organization.

- a. The street address of the initial registered office of the corporation in the commonwealth:
111 Devonshire St., Suite 800, Boston, MA 02109
- b. The name of its initial registered agent at its registered office:
Rodney Hoffman
- c. The names and street addresses of the individuals who will serve as the initial directors, president, treasurer and secretary of the corporation (an address need not be specified if the business address of the officer or director is the same as the principal office location):

President: **Dominic Shelzi** at principal office

Treasurer: **Julianne Shelzi** at principal office

Secretary: **Joseph Shelzi, Jr.** at principal office

Director(s): **Dominic Shelzi, Julianne Shelzi, Joseph Shelzi, Jr.**

- d. The fiscal year end of the corporation:
December 31
- e. A brief description of the type of business in which the corporation intends to engage:
agricultural products
- f. The street address of the principal office of the corporation:
111 Devonshire St., Suite 800, Boston, MA 02109
- g. The street address where the records of the corporation required to be kept in the commonwealth are located is:

111 Devonshire St., Suite 800, Boston, MA 02109, which is
(number, street, city or town, state, zip code)

- ☒ its principal office;
- ☐ an office of its transfer agent;
- ☐ an office of its secretary/assistant secretary;
- ☒ its registered office.

Signed this 11th day of June, 2018 by the incorporator(s):

Signature: Rodney G. Hoffman

Name: Rodney G. Hoffman

Address: 111 Devonshire St., Suite 800, Boston, MA 02109

ADDENDUM TO ARTICLE VI

Other Lawful Provisions

- a. Authority of Directors to create new classes and series of shares. The board of directors, acting without the shareholders, may (a) reclassify any unissued shares or any authorized class or series into one or more existing or new classes or series, and (b) create one or more new classes or series of shares, specifying the number of shares to be included therein, the distinguishing designation thereof and the preferences, limitations and relative rights applicable thereto, provided that the board of directors may not approve an aggregate number of shares of all classes and series which exceeds the total number of authorized shares specified in the Articles of Organization approved by the shareholders.
- b. Minimum number of directors. The board of directors may consist of one or more individuals, notwithstanding the number of shareholders.
- c. Personal liability of directors to Corporation. No director shall have liability to the Corporation for monetary damages for breach of his or her fiduciary duty as a director notwithstanding any provision of law imposing such liability, provided that this provision shall not eliminate or limit the liability of a director (a) for any breach of the director's duty of loyalty to the Corporation or its shareholders, (b) for acts or omissions not in good faith or which involve intentional misconduct or knowing violation of the law, (c) for improper distribution under Section 6.40 of Chapter 156D of the General Laws of Massachusetts, or (d) for any transaction from which the director derived an improper personal benefit.
- d. Shareholder vote required to approve matters acted on by shareholders. The affirmative vote of a majority of all shares voting as a group eligible to vote on a matter shall be sufficient for the approval of the matter, notwithstanding any greater vote on the matter otherwise required by any provision of Chapter 156D of the General Laws of Massachusetts.
- e. Shareholder action without a meeting by less than unanimous consent. Action required or permitted by Chapter 156D of the General Laws of Massachusetts to be taken at a shareholder meeting may be taken without a meeting by shareholders having not less than the minimum number of votes necessary to take the action at a meeting at which all shareholders entitled to vote on the action are present and voting, provided that written notice thereof is given promptly to all shareholders.
- f. Authorization of directors to make, amend or repeal Bylaws. The board of directors may make, amend or repeal the Bylaws in whole or in part, except with respect to any provision thereof which by virtue of an express provision of Chapter 156D of the General Laws of Massachusetts, the Articles of Organization or the Bylaws requires action by the shareholders.

COMMONWEALTH OF MASSACHUSETTS

William Francis Galvin
Secretary of the Commonwealth
One Ashburton Place, Boston, Massachusetts 02108-1512

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

I hereby certify that upon examination of these articles of organization, duly submitted to me, it appears that the provisions of the General Laws relative to the organization of corporations have been complied with, and I hereby approve said articles; and the filing fee in the amount of \$_____ having been paid, said articles are deemed to have been filed with me this _____ day of _____, 20_____, at _____ a.m./p.m.
time

Effective date: _____
(must be within 90 days of date submitted)

WILLIAM FRANCIS GALVIN
Secretary of the Commonwealth

Examiner

Filing fee: \$275 for up to 275,000 shares plus \$100 for each additional 100,000 shares or any fraction thereof.

Name approval

C

TO BE FILLED IN BY CORPORATION
Contact Information:

M

Rodney G. Hoffman

111 Devonshire St., Suite 800

Boston, MA 02109

Telephone: 781-350-0892

Email: rgalen.rod@gmail.com

Upon filing, a copy of this filing will be available at www.sec.state.ma.us/cor.
If the document is rejected, a copy of the rejection sheet and rejected document will be available in the rejected queue.

**BY-LAWS
OF
WELLMAN FARM, INC.**

**ARTICLE I
STOCKHOLDERS**

Section 1. Annual Meeting. The annual meeting of stockholders shall be held within six months after the end of the Corporation's fiscal year specified in these By-Laws. The date and hour of the annual meeting shall be fixed by the Directors. The purposes for which the annual meeting is to be held, in addition to those prescribed by law, by the Articles of Organization or by these By-Laws, may be specified by the Directors or the President. In the event that no date for the annual meeting is established or if no annual meeting is held in accordance with the foregoing provisions, a special meeting may be held in lieu thereof, and any action taken at such meeting shall have the same effect as if taken at the annual meeting.

Section 2. Special Meetings. Special meetings of the stockholders may be called by the President or by the Directors, and shall be called by the Secretary, or in case of the death, absence, incapacity or refusal of the Secretary, by another officer, upon written application of one or more stockholders who hold at least ten percent in interest of the capital stock entitled to vote at the meeting.

Section 3. Place of Meetings. All meetings of stockholders shall be held at the principal office of the Corporation unless a different place (within the United States) is specified in the notice of the meeting.

Section 4. Notices. A written notice, stating the place, day and hour of all meetings of stockholders shall be given by the Secretary or Assistant Secretary (or the person or persons calling the meeting), at least seven days before the meeting, to each stockholder entitled to vote thereat and to each stockholder who, by law, the Articles of Organization, or these By-Laws, is entitled to such notice, by leaving such notice with him or at his residence or usual place of business, or by mailing it, postage prepaid, and addressed to such stockholder at his address as it appears upon the books of the Corporation. Such notice, if the meeting is called otherwise than by the Secretary, may be a copy of the call of the meeting; and if the meeting is not otherwise called, such notice given by the Secretary shall constitute a call of the meeting by him. Notices of all meetings of stockholders shall state the purposes for which the meetings are called. No notice need be given to any stockholder if a written waiver of notice, executed before or after the meeting by the stockholder or his attorney, thereunto authorized, is filed with the records of the meeting.

Section 5. Quorum. Unless the Articles of Organization otherwise provide, at any meeting of stockholders a quorum for the transaction of business shall consist of one or more individuals appearing in person and/or as proxies and owning and/or representing a majority of the shares of the Corporation then outstanding and entitled to vote, provided that less than such quorum shall have power to adjourn the meeting from time to time.

Section 6. Voting and Proxies. Each stockholder shall have one vote for each share of stock entitled to vote, and a proportionate vote for any fractional share entitled to vote, held by him of record according to the records of the Corporation, unless otherwise provided by law or the Articles of Organization. Stockholders may vote either in person or by written proxy dated not more than six months before the meeting named therein. Proxies shall be filed with the Secretary before being voted at any meeting or any

adjournment thereof. Except as otherwise limited therein, proxies shall entitle the persons named therein to vote at the meeting specified therein and at any adjourned session of such meeting but shall not be valid after final adjournment of the meeting. A proxy with respect to stock held in the name of two or more persons shall be valid if executed by any one of them unless at or prior to exercise of the proxy the Corporation receives a specific written notice to the contrary from any one of them. A proxy purporting to be executed by or on behalf of a stockholder shall be deemed valid unless challenged at or prior to its exercise and the burden of proving invalidity shall rest on the challenger. Notwithstanding the foregoing, a proxy coupled with an interest sufficient in law to support an irrevocable power, including, without limitation, an interest in the shares or in the Corporation generally, may be made irrevocable if it so provides, need not specify the meeting to which it relates, and shall be valid and enforceable until the interest terminates, or for such shorter period as may be specified in the proxy.

Section 7. Action at Meeting. Action of the stockholders on any matter properly brought before a meeting shall require, and may be effected by, the affirmative vote of the holders of a majority of the stock present or represented and entitled to vote and voting on such matter, provided that such majority shall be at least a majority of the number of shares required to constitute a quorum for action on such matter; except where a different vote is required by law, the Articles of Organization or these By-Laws. Any election by stockholders shall be determined by a plurality of the votes cast by the stockholders entitled to vote at the election. No ballot shall be required for such election unless requested by a stockholder present or represented at the meeting and entitled to vote in the election.

Section 8. Action without Meeting by Written Consent. Any action by stockholders may be taken without a meeting if all stockholders entitled to vote on the matter consent to the action by a writing filed with the records of the meetings of stockholders. Such consent shall be treated for all purposes as a vote at a meeting.

Section 9. Record Date. The Directors may fix in advance a time which shall be not more than 60 days prior to (a) the date of any meeting of stockholders, (b) the date for the payment of any dividend or the making of any distribution to stockholders, or (c) the last day on which the consent or dissent of stockholders may be effectively expressed for any purpose, as the record date for determining the stockholders having the right to notice of and to vote at such meeting and any adjournment thereof, the right to receive such dividend or distribution, or the right to give such consent or dissent. In such case only stockholders of record on such record date shall have such right, notwithstanding any transfer of stock on the books of the Corporation after the record date. Without fixing such record date the Directors may for any of such purposes close the transfer books for all or any part of such period.

If no record date is fixed and the transfer books are not closed:

(1) The record date for determining stockholders having the right to notice of or to vote at a meeting of stockholders shall be at the close of business on the day next preceding the day on which notice is given.

(2) The record date for determining stockholders for any other purpose shall be at the close of business on the day on which the Board of Directors acts with respect thereto.

ARTICLE II

DIRECTORS

Section 1. Powers. The Board of Directors, subject to any action at any time taken by such stockholders as then have the right to vote, shall have the entire charge, control and management of the Corporation, its property and business and may exercise all or any of its powers.

Section 2. Number and Election. The number of directors shall be not less than three, except that whenever there shall be only two stockholders the number of directors shall be not less than two and whenever there shall be only one stockholder the number of directors shall be not less than one. Except as otherwise provided by these By-Laws or in the Articles of Organization, the number of Directors that shall constitute the whole Board of Directors shall be fixed, and the Directors elected, by the stockholders at the annual meeting. No Director need be a stockholder.

Section 3. Vacancies. Any vacancy at any time existing in the Board of Directors may be filled by the Board of Directors at any meeting. The stockholders having voting power may, at a special meeting called at least in part for the purpose, choose a successor to a Director whose office has become vacant, and the person so chosen shall displace any successor chosen by the Directors.

Section 4. Enlargement of the Board of Directors. The number of the Board of Directors may be increased and one or more additional Directors elected at any special meeting of the stockholders, called at least in part for the purpose, or by the Directors by vote of a majority of the Directors then in office.

Section 5. Tenure. Except as otherwise provided by law, by the Articles of Organization or by these By-Laws, Directors shall hold office until the next annual meeting of stockholders and thereafter until their successors are chosen and qualified.

Section 6. Resignation. Any Director may resign by delivering his written resignation to the Corporation at its principal office or to the President or Secretary. Such resignation shall be effective upon receipt unless it is specified to be effective at some other time or upon the happening of some other event.

Section 7. Removal. A Director may be removed from office (a) with or without cause by vote of the holders of a majority of the shares entitled to vote in the election of Directors or (b) for cause by vote of a majority of the Directors then in office. A Director may be removed for cause only after reasonable notice and opportunity to be heard before the body proposing to remove him.

Section 8. Annual Meeting. Immediately after each annual meeting of stockholders, or the special meeting held in lieu thereof, and at the place thereof, if a quorum of the Directors is present, there shall be a meeting of the Directors without notice; but if such a quorum of the Directors is not present, or if present do not proceed immediately thereafter to hold a meeting of the Directors, the annual meeting of the Directors shall be called in the manner hereinafter provided with respect to the call of special meetings of Directors.

Section 9. Regular Meetings. Regular meetings of the Directors may be held at such times and places as shall from time to time be fixed by resolution of the Board and no notice need be given of regular meetings held at times and places so fixed, PROVIDED, HOWEVER, that any resolution relating to the holding of regular meetings shall remain in force only until the next annual meeting of stockholders, or the special meeting held in lieu thereof, and that if at any meeting of Directors, at which a resolution is adopted

fixing the times or place or places for any regular meetings, any director is absent, no meeting shall be held pursuant to such resolution until either each such absent Director has in writing or by electronic mail approved the resolution or seven days have elapsed after a copy of the resolution certified by the Secretary has been mailed, postage prepaid, addressed to each such absent Director at his last known home or business address.

Section 10. Special Meetings. Special meetings of the Directors may be called by the President, by the Secretary, by the Secretary, by any two Directors, or by one Director in the event that there is only one Director, and shall be held at the place designated in the notice or call thereof.

Section 11. Notices. Notices of any special meeting of the Directors shall be given to each Director by the Secretary (a) by mailing to him, postage prepaid, and addressed to him at his address as registered on the books of the Corporation, or if not so registered at his last known home or business address, a written notice of such meeting at least four days before the meeting, or (b) by delivering such notice by hand, facsimile transmission, or electronic mail to him at least 48 hours before the meeting at such address, notice of such meeting, or (c) by giving notice to such Director in person or by telephone at least 48 hours in advance of the meeting. Such notice, if the meeting is called otherwise than by the Secretary, may be a copy of the call of the meeting; and if the meeting is not so otherwise called, such notice given by the Secretary shall constitute a call of the meeting by him. If the Secretary refuses or neglects for more than 24 hours after receipt of a call to give notice of such special meeting, or if the offices of Secretary and Secretary are vacant or the Secretary and Secretary are absent from the Commonwealth of Massachusetts or incapacitated, such notice may be given by the officer or one of the Directors calling the meeting. Notice need not be given to any Director if a written waiver of notice, executed by him before or after the meeting, is filed with the records of the meeting, or to any Director who attends the meeting without protesting prior thereto or at its commencement the lack of notice to him. A notice or waiver of notice of a Directors' meeting need not specify the purposes of the meeting.

Section 12. Quorum. At any meeting of the Directors a majority of the Directors then in office shall constitute a quorum for the transaction of business; provided always that any number of Directors (whether one or more and whether or not constituting a quorum) constituting a majority of Directors present at any meeting or at any adjourned meeting may make any reasonable adjournment thereof.

Section 13. Action at Meeting. At any meeting of the Directors at which a quorum is present, the action of the Directors on any matter brought before the meeting shall be decided by vote of a majority of those present, unless a different vote is required by law, the Articles of Organization, or these By-Laws.

Section 14. Action by Written Consent. Any action by the Directors may be taken without a meeting if a written consent thereto is signed by all the Directors and filed with the records of the Directors' meetings. Such consent shall be treated as a vote of the Directors for all purposes.

Section 15. Committees. The Directors may, by vote of a majority of the number of Directors then in office elect from their number an executive or other committees and may, by like vote, delegate thereto some or all of their powers except those which by law, the Articles of Organization or these By-Laws they are prohibited from delegating. Except as the Directors may otherwise determine, any such committee may make rules for the conduct of its business, but unless otherwise provided by the Directors or in such rules, its business shall be conducted as nearly as may be in the same manner as is provided by these By-Laws for the Directors. The Directors shall have the power to fill vacancies in, change the membership of, or to disband, any such committee.

Section 16. Telephone Conference Meetings. The Directors or members of any committee may participate in a meeting of the Directors or such committee by means of a conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other at the same time, and participation by such means shall constitute presence in person at a meeting.

ARTICLE III

OFFICERS

Section 1. Enumeration. The officers of the Corporation shall be a President, a Treasurer, a Secretary, and such Vice Presidents, Assistant Treasurers, Assistant Secretaries, Secretary, Assistant Secretaries and other officers as may from time to time be determined by the Directors. The Board may appoint one of its members to the office of Chairman of the Board and from time to time define the powers and duties of that office notwithstanding any other provisions of these By-Laws.

Section 2. Election and Vacancies. The President, Treasurer and Secretary shall be elected annually by the Directors at their first meeting following the annual meeting of stockholders, or the special meeting held in lieu thereof. Other officers may be chosen by the Directors at such meeting or at any other meeting. Any vacancy at any time existing in any office may be filled by the Directors at any meeting and such successor in office shall hold office for the unexpired term of his predecessor.

Section 3. Qualification. The President may, but need not, be a Director. No officer need be a stockholder. Any two or more offices may be held by the same person. The Secretary shall be a resident of Massachusetts unless the Corporation has a resident agent appointed for the purpose of service of process. Any officer may be required by the Directors to give bond for the faithful performance of his duties to the Corporation in such amount and with such sureties as the Directors may determine. The premiums for such bonds may be paid by the Corporation.

Section 4. Tenure. Except as otherwise provided by law, by the Articles of Organization or by these By-Laws, the President, Treasurer and Secretary shall hold office until the first meeting of the Directors following the next annual meeting of stockholders, or the special meeting held in lieu thereof, and thereafter until his successor is chosen and qualified. Other officers shall hold office until the first meeting of the Directors following the next annual meeting of stockholders, or the special meeting held in lieu thereof, unless a shorter term is specified in the vote choosing or appointing them.

Section 5. Resignation. Any officer may resign by delivering his written resignation to the Corporation at its principal office or to the President or Secretary, and such resignation shall be effective upon receipt unless it is specified to be effective at some other time or upon the happening of some other event.

Section 6. Removal. The Directors may remove any officer appointed by the Directors with or without cause by a vote of a majority of the entire number of Directors then in office; provided, that an officer may be removed for cause only after reasonable notice and opportunity to be heard by the Board of Directors prior to action thereon.

Section 7. President. The President when present shall preside at all meetings of the stockholders and of the Directors. He shall be the chief executive officer of the Corporation except as the Board of

Directors may otherwise provide. It shall be his duty and he shall have the power to see that all orders and resolutions of the Directors are carried into effect. He shall from time to time report to the Directors all matters within his knowledge which the interests of the Corporation may require to be brought to its notice. The President shall perform such duties and have such powers additional to the foregoing as the Directors shall designate.

Section 8. Vice Presidents. In the absence or disability of the President, his powers and duties shall be performed by the Vice President, if only one, or, if more than one, by the one designated for the purpose by the Directors. Each Vice President shall have such other powers and perform such other duties as the Directors shall from time to time designate. The Directors may assign to any Vice President the title of Executive Vice President, Senior Vice President and any other title selected by the Directors.

Section 9. Treasurer. The Treasurer shall, subject to the direction of the Directors, have general charge of the financial affairs of the Corporation and shall cause to be kept accurate books of accounts. He shall have custody of all funds, securities, and valuable documents of the Corporation, except as the Directors may otherwise provide. He shall promptly render to the President and to the Directors such statements of his transactions and accounts as the President and Directors respectively may from time to time require. The Treasurer shall perform such duties and have such powers additional to the foregoing as the Directors may designate.

Section 10. Assistant Treasurers. In the absence or disability of the Treasurer, his powers and duties shall be performed by the Assistant Treasurer, if only one, or, if more than one, by the one designated for the purpose by the Directors. Each Assistant Treasurer shall have such other powers and perform such other duties as the Directors shall from time to time designate.

Section 11. Secretary. The Secretary shall record in books kept for the purpose all votes and proceedings of the stockholders and, if there be no Secretary or Assistant Secretary, of the Directors at their meetings. Unless the Directors shall appoint a transfer agent and/or registrar or other officer or officers for the purpose, the Secretary shall be charged with the duty of keeping, or causing to be kept, accurate records of all stock outstanding, stock certificates issued and stock transfers; and, subject to such other or different rules as shall be adopted from time to time by the Directors, such records may be kept solely in the stock certificate books. The Secretary shall perform such duties and have such powers additional to the foregoing as the Directors shall designate.

Section 12. Assistant Secretaries. In the absence of the Secretary from any meeting of the stockholders or, if there be no Secretary or Assistant Secretary, from any meeting of the Directors, the Assistant Secretary, if one be elected, or, if there be more than one, the one designated for the purpose by the Directors, otherwise a Temporary Secretary designated by the person presiding at the meeting, shall perform the duties of the Secretary. Each Assistant Secretary shall have such other powers and perform such other duties as the Directors may from time to time designate.

ARTICLE IV

PROVISIONS RELATING TO CAPITAL STOCK

Section 1. Issuance and Consideration. Any unissued capital stock from time to time authorized under the Articles of Organization may be issued by vote of the stockholders or by vote of the Directors. Stock may be issued for cash, tangible or intangible property, services, or for a debt or note or expenses.

Stock having par value shall not be issued for cash, property, services, or expenses worth less than the par value. For the purpose of this Section 1, a debt or note of the purchaser, secured or unsecured, shall not be considered property.

Section 2. Certificates of Stock. Each stockholder shall be entitled to a certificate or certificates representing in the aggregate the shares owned by him and certifying the number and class thereof, which shall be in such form as the Directors shall adopt unless such shares are uncertificated as provided in these By-Laws. Each certificate of stock shall be signed by the President or a Vice President and by the Treasurer or an Assistant Treasurer, but when a certificate is countersigned by a transfer agent or a registrar, other than a Director, officer or employee of the Corporation, such signatures may be facsimiles. In case any officer who has signed or whose facsimile signature has been placed on such certificate shall have ceased to be such officer before such certificate is issued, it may be issued by the Corporation with the same effect as if he were such officer at the time of its issue. Every certificate for shares of stock which are subject to any restriction on transfer pursuant to the Articles of Organization, the By-Laws or any agreement to which the Corporation is a party, shall have the restriction noted conspicuously on the certificate and shall also set forth on the face or back either the full text of the restriction or a statement of the existence of such restriction and a statement that the Corporation will furnish a copy to the holder of such certificate upon written request and without charge. Every certificate issued when the Corporation is authorized to issue more than one class or series of stock shall set forth on its face or back either the full text of the preferences, voting powers, qualifications and special and relative rights of the shares of each class and series authorized to be issued or a statement of the existence of such preferences, powers, qualifications and rights, and a statement that the Corporation will furnish a copy thereof to the holder of such certificate upon written request and without charge.

Section 3. Uncertificated Shares. The Directors may provide by resolution that some or all of any or all classes and series of its shares shall be uncertificated shares. Such resolution shall not apply to shares represented by a certificate until such certificate is surrendered to the Corporation. If the Corporation entitles any stockholder of a class or series to receive a certificate representing shares of such class or series, all other holders of shares of such class or series shall be so entitled. The initial transaction statement sent with respect to the issuance or transfer of uncertificated shares which are subject to any restriction on transfer pursuant to the Articles of Organization, the By-Laws or any agreement to which the Corporation is a party, shall have such restriction noted conspicuously on the statement and shall also set forth either the full text of the restriction or a statement of the existence of such restriction and a statement that the Corporation will furnish a copy of such restriction to the holder of such uncertificated shares upon written request and without charge. The initial transaction statement sent with respect to the issuance or transfer of uncertificated shares when the Corporation is authorized to issue more than one class or series of stock shall set forth either the full text of the preferences, voting powers, qualifications and special and relative rights of shares of each class and series, if any, authorized to be issued, as set forth in Articles of Organization, or a statement of the existence of such preferences, powers, qualifications and rights, and a statement that the Corporation will furnish a copy thereof to the holder of such uncertificated shares upon written request and without charge.

Section 4. Transfer of Stock. Subject to the restrictions, if any, stated or noted on the stock certificate, or on the initial transaction statement in the event the shares are uncertificated, the stock of the Corporation shall be transferable, so as to affect the rights of the Corporation, only by transfer recorded on the books of the Corporation or its transfer agent, in person or by duly authorized attorney, and upon the surrender of the certificate or certificates properly endorsed or assigned with such proof of authority or authenticity of signature as the Corporation shall reasonably require.

Section 5. Equitable Interests Not Recognized. The Corporation shall be entitled to treat the holder of record of any share or shares of stock as the holder in fact thereof and shall not be bound to recognize any equitable or other claim to or interest in such share or shares on the part of any other person except as may be otherwise expressly provided by law.

Section 6. Lost or Destroyed Certificates. The Board of Directors of the Corporation may, subject to Massachusetts General Laws, Chapter 156B, Section 29, as amended from time to time, determine the conditions upon which a new certificate of stock or uncertificated shares may be issued in place of any certificate alleged to have been lost, destroyed, or mutilated. The Board of Directors may, in their discretion, require the owner of a lost, mutilated or destroyed certificate, or his legal representative, to give a bond, sufficient in their opinion, with or without surety, to indemnify the Corporation against any loss or claim which may arise by reason of the issue of the shares in place of such lost, mutilated or destroyed stock certificate.

ARTICLE V

STOCK IN OTHER CORPORATIONS

Except as the Directors may otherwise designate, the President or Treasurer may waive notice of, and appoint any person or persons to act as proxy or attorney-in-fact for this Corporation (with or without power of substitution) at any meeting of stockholders or shareholders of any other corporation or organization, the securities of which may be held by this Corporation.

ARTICLE VI

INSPECTION OF RECORDS

Books, accounts, documents and records of the Corporation shall be open to inspection by any Director at all times during the usual hours of business. The original, or attested copies, of the Articles of Organization, By-Laws and records of all meetings of the incorporators and stockholders, and the stock and transfer records, which shall contain the names of all stockholders and the record address and the amount of stock held by each, shall be kept in Massachusetts at the principal office of the Corporation, or at an office of its transfer agent or of the Secretary or the resident agent, if any, of the Corporation. Said copies and records need not all be kept in the same office. They shall be available at all reasonable times to the inspection of any stockholder for any proper purpose but not to secure a list of stockholders or other information for the purpose of selling said list or information or copies thereof or of using the same for a purpose other than in the interest of the applicant, as a stockholder, relative to the affairs of the Corporation.

ARTICLE VII

CHECKS, NOTES, DRAFTS AND OTHER INSTRUMENTS

Checks, notes, drafts and other instruments for the payment of money drawn or endorsed in the name of the Corporation may be signed by any officer or officers or person or persons authorized by the Directors to sign the same. No officer or person shall sign any such instrument as aforesaid unless authorized by the Directors to do so.

ARTICLE VIII

SEAL

The seal of the Corporation shall be circular in form, bearing its name, the word "Massachusetts," and the year of its incorporation. The Treasurer shall have custody of the seal and may affix it (as may any other officer if authorized by the Directors) to any instrument requiring the corporate seal.

ARTICLE IX

FISCAL YEAR

The fiscal year of the Corporation shall be the year ending with **December 31** in each year.

ARTICLE X

INTERESTED DIRECTORS AND OFFICERS

The Directors shall have the power to fix their compensation from time to time. No contract or transaction between the Corporation and one or more of its Directors or officers, or between the corporation and any other Corporation, partnership, association, or other organization in which one or more of its Directors or officers are directors or officers, or have a financial or other interest, shall be void or voidable solely for this reason, or solely because the Director or officer is present at or participates in the meeting of the Board of Directors or committee thereof which authorizes the contract or transaction, or solely because his or their votes are counted for such purpose, nor shall any Director or officer be under any liability to the Corporation on account of any such contract or transaction if:

(1) The material facts as to his relationship or interest and as to the contract or transaction are disclosed or are known to the Board of Directors or the committee, and the Board or committee authorized the contract or transaction by the affirmative votes of a majority of the disinterested Directors, even though the disinterested Directors be less than a quorum; or

(2) The material facts as to his relationship or interest and as to the contract or transaction are disclosed or are known to the stockholders entitled to vote thereon, and the contract or transaction is specifically approved by vote of the stockholders; or

(3) The contract or transaction is fair as to the Corporation as of the time it is authorized, approved or ratified, by the Board of Directors, a committee thereof, or the stockholders.

Common or interested directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors or of a committee which authorizes the contract or transaction, and if they are stockholders, their votes may be counted for the purpose of a stockholder vote approving such contract or transaction.

ARTICLE XI

INDEMNIFICATION

The Corporation shall, to the extent legally permissible, indemnify any person serving or who has served as a Director or officer of the Corporation, or at its request as a Director or officer of any organization, or at its request in any capacity with respect to any employee benefit plan, against all liabilities and expenses, including amounts paid in satisfaction of judgments, in compromise or as fines and penalties, and counsel fees, reasonably incurred by him in connection with the defense or disposition of any action, suit or other proceeding, whether civil or criminal, in which he may be involved or with which he may be threatened, while in office or thereafter, by reason of his being or having been such a Director or officer (or in any capacity with respect to any employee benefit plan), except with respect to any matter as to which he shall have been adjudicated in any proceeding not to have acted in good faith in the reasonable belief that his action was in the best interests of the Corporation (or, to the extent that such matter relates to service with respect to an employee benefit plan, in the best interest of the participants or beneficiaries of such employee benefit plan); provided, however, that as to any matter disposed of by a compromise payment by such person, pursuant to a consent decree or otherwise, no indemnification either for said payment or for any other expenses shall be provided unless such compromise and indemnification therefor shall be approved:

- (i) by a majority vote of a quorum consisting of disinterested Directors;
- (ii) if such a quorum cannot be obtained, then by a majority vote of a committee of the Board of Directors consisting of all the disinterested Directors;
- (iii) if there are not two or more disinterested Directors in office, then by a majority of the Directors then in office, provided they have obtained a written finding by special independent legal counsel appointed by a majority of the Directors to the effect that, based upon a reasonable investigation of the relevant facts as described in such opinion, the person to be indemnified appears to have acted in good faith in the reasonable belief that his action was in the best interests of the Corporation (or, to the extent that such matter relates to service with respect to an employee benefit plan, in the best interests of the participants or beneficiaries of such employee benefit plan);
- (iv) by the holders of a majority of the shares of stock entitled to vote for the election of Directors, which majority may include interested Directors and officers; or
- (v) by a court of competent jurisdiction.

If authorized in the manner specified above for compromise payments, expenses including counsel fees, reasonably incurred by any such person in connection with the defense or disposition of any such action, suit or other proceeding may be paid from time to time by the Corporation in advance of the final disposition thereof upon receipt of (a) an affidavit of such individual of his good faith belief that he has met the standard of conduct necessary for indemnification under this Article, and (b) an undertaking by such individual to repay the amounts so paid to the Corporation if it is ultimately determined that indemnification for such expenses is not authorized by law or under this Article, which undertaking may be accepted without reference to the financial ability of such person to make repayment.

The right of indemnification hereby provided shall not be exclusive of or affect any other rights to which any such indemnified person may be entitled. Nothing contained in this Article shall affect any rights to indemnification to which corporate personnel other than the persons designated in this Article may be entitled by contract, by vote of the Board of Directors, or otherwise under law.

As used in this Article the terms "person," "Director" and officer" include their respective heirs, executors and administrators, and an "interested" Director or officer is one against whom in such capacity the proceedings in question or other proceedings on the same or similar grounds are then pending.

If any term or provision of this Article, or the application thereof to any person or circumstances, shall to any extent be held invalid or unenforceable, the remainder of this Article, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Article shall be held valid and be enforced to the fullest extent permitted by law.

ARTICLE XII

AMENDMENTS

These By-Laws may at any time be amended by vote of the stockholders, provided that notice of the substance of the proposed amendment is stated in the notice of the meeting. If authorized by the Articles of Organization, the Directors may also make, amend, or repeal these By-Laws, in whole or in part, except with respect to Articles X and XI or any other provision thereof which by law, the Articles of Organization, or these By-Laws requires action by the stockholders. Not later than the time of giving notice of the meeting of stockholders next following the making, amending or repealing by the Directors of any By-Law, notice thereof stating the substance of such change shall be given to all stockholders entitled to vote on amending the By-Laws. Any By-Law adopted by the Directors may be amended or repealed by the stockholders.

BY-LAWS
OF
WELLMAN FARM, INC.

A Massachusetts Corporation

Effective: June 8, 2018

From the Law Offices of:

Brooks & DeRensis, P.C.
111 Devonshire Street, suite 800
Boston, Massachusetts 02109



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

mass.gov/dor

Letter ID: L0195202944
Notice Date: September 17, 2019
Case ID: 0-000-394-803



CERTIFICATE OF GOOD STANDING AND/OR TAX COMPLIANCE



WELLMAN FARM, INC.
111 DEVONSHIRE ST STE 800
BOSTON MA 02109

Why did I receive this notice?

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

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

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

What if I have questions?

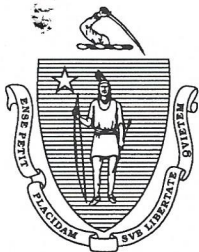
If you have questions, call us at (617) 887-6400 or toll-free in Massachusetts at (800) 392-6089, Monday through Friday, 8:30 a.m. to 4:30 p.m..

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

September 13, 2019

TO WHOM IT MAY CONCERN:

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

WELLMAN FARM, INC.

is a domestic corporation organized on **June 11, 2018**, under the General Laws of the Commonwealth of Massachusetts.

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



In testimony of which,

I have hereunto affixed the

Great Seal of the Commonwealth

on the date first above written.

William Francis Galvin

Secretary of the Commonwealth

Wellman Farm Diversity Plan

(This document is a summary of the Diversity Plan for Wellman Farm, Inc.)

Intent

Wellman Farm's policy is to promote principles of diversity management that will enhance the level of effectiveness and efficiency of its programs. We have included individuals in our management team who are from identified minority demographics. We have an ethnic minority and a woman among our core management team. The concept of diversity management is a strategic business objective that seeks to increase organizational capacity in a workplace where the contributions of all employees are recognized and valued. Wellman Farm's goal is to build a high-performing, diverse workforce based on mutual acceptance and trust. Being a company that is woman and ethnic minority owned, Wellman Farm's founding team is committed to maintaining a workforce and environment that is diverse and inclusive with regard to minorities, women, veterans, people with disabilities and people who are LBGTQ+. We are committed to hiring those individuals who best fit for the role. Being a minority owned business, we are also cognizant of the substantial barriers that exist for disadvantaged individuals attempting to enter this marketplace. We are committed to a plan that establishes a business incubator, and training initiative to assist individuals who seek assistance in entry to the adult use marijuana industry.

The Programs outlined in this plan will be targeted to minorities, women, veterans, people with disabilities, and people who are LBGTQ+ from the City of Lowell. Lowell has the most diverse population in our area. While we are targeting the Lowell population, our Programs are open to all minorities, women, veterans, people with disabilities, and people who are LBGTQ+.

Wellman Farm will comply with the requirements of 935 CMR 500.105(4) which provides the permitted and prohibited advertising, branding, marketing, and sponsorship practices of every Marijuana Establishment.

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

Purpose

The purpose of this policy is to outline the responsibilities of the Company, the Company's management team and Agents to ensure that Wellman Farm is a diverse and inclusive company that promotes a discrimination-free work environment and provides opportunities for all employees to use their diverse talents to support the company's mission and that our company works toward removing barriers for entry to disadvantaged individuals.

Goals

The specific goals that Wellman Farm is committed to achieving through this plan and our vision include:

1. Making the Wellman Farm workplace and management team as diverse as possible to include qualified employees with no regard to race, national origin, gender, age, disability, religion, sexual orientation, or any other non-merit factor. Our goal is to have the makeup of our company 50% female and 30% minorities, veterans, and people who are LGBTQ+ and people with disabilities.
2. Making the Wellman Farm workplace a safe, accepting, respectful, welcoming, comfortable and supportive place to work. Our goal is to retain 80% of our workforce annually.
3. Including among our suppliers, contractors, vendors and wholesale partners businesses owned by minorities, women, veterans, people who are LGBTQ+, veterans, and by persons with disabilities. Our goal is to source 50% of our suppliers, contractors, vendors and wholesale partners with individuals or companies owned by or have a majority of employees who meet the above criteria.

Programs

Hiring

Wellman Farm looks to recruit and hire diverse employees and plans to promote equity among minorities, women, veterans, people with disabilities, and people who are LGBTQ+ in the operation of our company. To promote diversity and equity Wellman Farm will:

1. Hiring preference to qualified applicants who fit the above criteria;
2. Institute a "blind hiring" policy in which the personal information of the candidate from the hiring manager that can lead to unconscious (or conscious) bias about the candidate;
3. Human Resource training for Hiring Managers that address unconscious bias and cultural sensitivity;
4. Postings will be listed with the MassHire Lowell Career Center. This organization is a Massachusetts One Stop Career Center that serves Lowell and the surrounding area. We plan to participate in job fairs and other outreach associated with this and similar organizations.
 - a) Our first job fair will be held approximately 45 days prior to the anticipated date we will become operational;
 - b) Second and subsequent job fairs will be held as needed. We anticipate holding at least one job fair annually;
 - c) Job Postings will be initiated approximately 60 days prior to the date that we anticipate commencing operations and as needed thereafter;
 - d) Our Employment Program hiring preference will be clearly identified in our job fair marketing as well as a statement encouraging individuals who meet the program criteria to attend.
5. Promote our Diversity Hiring policy on recruitment websites and on our social media presence;
6. Use job descriptions that are catered to and appeal to diverse candidates;
 - a) Our Job Descriptions will clearly promote our company's commitment to a diverse workforce and our hiring preference for minorities, women, veterans, people with disabilities, and people who are LGBTQ+.

- b) We will also include a statement encouraging individuals who meet the program criteria to apply.
7. Wellman Farm will give priority to Lowell residents who are minorities, women, veterans, people with disabilities and people who are LGBTQ+ and then to individuals outside of Lowell who meet the diversity criteria outlined above. Hiring managers will make efforts to engage with minority-based neighborhoods in Lowell and surrounding towns for employment opportunities.

Inclusion

Wellman Farm is determined to provide a work environment that is a diverse and inclusive workplace. We encourage a broad range of opinions, ideas and perspectives that drives creativity, innovation and excellence. Our goal, which we are committed to meeting, is to ensure that every employee, contractor and visitor feels safe, respected, welcome, comfortable, supported and accepted. To ensure inclusion in our workplace Wellman Farm will:

1. Provide training to all employees regarding inclusion in the workplace;
 - a) This training will happen during the onboarding process and at least once annually thereafter.
2. Provide advanced training to managers in their roles in fostering an inclusive workplace environment;
3. Draft and implement a Non-Discrimination, Harassment and Retaliation Policy. This policy will include provisions for responding to complaints, discipline for non-compliance and evaluation of the circumstances to see if this plan needs improvements, and
4. Engage with independent outside resources to evaluate and make suggestions regarding inclusion in the Wellman Farm workplace.

Supplier Diversity Plan

Wellman Farm is committed to engaging, to the extent possible, minority-owned, women owned, veteran owned, LGBTQ-owned and business owned by persons with disabilities as suppliers, contractors and wholesale partners. Wellman Farm recognizes that sourcing products and services from previously underused suppliers helps to sustain and progressively transform a company's supply chain, thus quantitatively reflecting the demographics of the community in which it operates by recording transactions with diverse suppliers.

1. Give preference to individuals or companies owned by or which have a majority of employees who meet the above criteria as our suppliers, contractors, vendors and wholesale partners;
2. Bids for services will include language explaining our Diversity preference;
3. We will advertise our Supplier Diversity Program locally, in the City of Lowell and through the City of Lowell Office of Community Development; and
4. Select wholesale marijuana partners who have achieved the Social Justice Leader rating from the Cannabis Control Commission or are an Economic Empowerment Applicant are given priority in sourcing consumer products.

Solicitations for Bids will include our Supplier Diversity Plan Program preferences for minority-owned, women owned, veteran owned, LGBTQ+ owned and business owned by persons with disabilities as our suppliers, contractors and wholesale partners

1. Wellman Farm will use social media targeted at the diverse populations outlines above; and when engaging with suppliers, contractor and vendors, Wellman Farm will request information from the companies regarding the demographics of the company owners and workforce to see if they meet our diversity plan criteria

Measurement and Evaluation

Wellman Farm realizes that to measure true success, any plan needs to be evaluated once it is implemented. We will perform an ongoing and comprehensive evaluation of this plan to ensure that it accomplishes our four goals.

1. As we begin to recruit and hire potential employees, the management team will evaluate the applicant pool and application to ensure that our recruitment policies are generating a diverse representation.
2. Periodically, the management team will evaluate the workplace climate through observations, employee meetings and individual conversations with individual employees to ensure our workplace is a place of inclusion.
3. 45 days prior to the renewal of our License, the Wellman Farm management team will conduct a comprehensive evaluation of the plans metrics to assess the plans success and/or progress. This comprehensive evaluation will be used to demonstrate the success of the plan for review by the Commission prior to our License renewal.
4. If, at any time, it is found that our plan is not reaching our goals, the executive management team will convene a special working group to evaluate the plan and make the necessary changes. This group may include outside consultants and professionals.
5. With the above goals in mind, we will track the number of individuals hired from within the diversity groups identified in our goals section above. We will continue to track this information for employee retention. As we grow beyond the startup phase, we will track incremental hiring practices to ensure that we continue to recruit and hire employees from within those diversity groups. We will track, our internal diversity training as well as the specific efforts made in our hiring practices to reach out to diversity applicants, including methods of advertising to reach diversity groups.

Conclusion

We believe that the CNB's diversity initiative is an opportunity to effect change in the establishment of this industry. We have begun initiatives, in the formation of our business, that demonstrate our sincere commitment to supporting diversity in the operation of our business. We recognize that this support can come in many forms. By having a multi-faceted approach to our diversity plan, we believe that we can best support the manner of change that was intended by the diversity initiative in the first instance. We look forward to further establishing our efforts with licensure and operation of a successful business in the adult marijuana industry.

Wellman Farm Diversity Plan

(This document is a summary of the Diversity Plan for Wellman Farm, Inc.)

Intent

Wellman Farm's policy is to promote principles of diversity management that will enhance the level of effectiveness and efficiency of its programs. We have included individuals in our management team who are from identified minority demographics. We have an ethnic minority and a woman among our core management team. The concept of diversity management is a strategic business objective that seeks to increase organizational capacity in a workplace where the contributions of all employees are recognized and valued. Wellman Farm's goal is to build a high-performing, diverse workforce based on mutual acceptance and trust. Being a company that is woman and ethnic minority owned, Wellman Farm's founding team is committed to maintaining a workforce and environment that is diverse and inclusive with regard to minorities, women, veterans, people with disabilities and people who are LBGTQ+. We are committed to hiring those individuals who best fit for the role. Being a minority owned business, we are also cognizant of the substantial barriers that exist for disadvantaged individuals attempting to enter this marketplace. We are committed to a plan that establishes a business incubator, and training initiative to assist individuals who seek assistance in entry to the adult use marijuana industry.

The Programs outlined in this plan will be targeted to minorities, women, veterans, people with disabilities, and people who are LBGTQ+ from the City of Lowell. Lowell has the most diverse population in our area. While we are targeting the Lowell population, our Programs are open to all minorities, women, veterans, people with disabilities, and people who are LBGTQ+.

Wellman Farm will comply with the requirements of 935 CMR 500.105(4) which provides the permitted and prohibited advertising, branding, marketing, and sponsorship practices of every Marijuana Establishment.

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

Purpose

The purpose of this policy is to outline the responsibilities of the Company, the Company's management team and Agents to ensure that Wellman Farm is a diverse and inclusive company that promotes a discrimination-free work environment and provides opportunities for all employees to use their diverse talents to support the company's mission and that our company works toward removing barriers for entry to disadvantaged individuals.

Goals

The specific goals that Wellman Farm is committed to achieving through this plan and our vision include:

1. Making the Wellman Farm workplace and management team as diverse as possible to include qualified employees with no regard to race, national origin, gender, age, disability, religion, sexual orientation, or any other non-merit factor. Our goal is to have the makeup of our company 50% female and 30% minorities, veterans, and people who are LGBTQ+ and people with disabilities.
2. Making the Wellman Farm workplace a safe, accepting, respectful, welcoming, comfortable and supportive place to work. Our goal is to retain 80% of our workforce annually.
3. Including among our suppliers, contractors, vendors and wholesale partners businesses owned by minorities, women, veterans, people who are LGBTQ+, veterans, and by persons with disabilities. Our goal is to source 50% of our suppliers, contractors, vendors and wholesale partners with individuals or companies owned by or have a majority of employees who meet the above criteria.

Programs

Hiring

Wellman Farm looks to recruit and hire diverse employees and plans to promote equity among minorities, women, veterans, people with disabilities, and people who are LGBTQ+ in the operation of our company. To promote diversity and equity Wellman Farm will:

1. Hiring preference to qualified applicants who fit the above criteria;
2. Institute a "blind hiring" policy in which the personal information of the candidate from the hiring manager that can lead to unconscious (or conscious) bias about the candidate;
3. Human Resource training for Hiring Managers that address unconscious bias and cultural sensitivity;
4. Postings will be listed with the MassHire Lowell Career Center. This organization is a Massachusetts One Stop Career Center that serves Lowell and the surrounding area. We plan to participate in job fairs and other outreach associated with this and similar organizations.
 - a) Our first job fair will be held approximately 45 days prior to the anticipated date we will become operational;
 - b) Second and subsequent job fairs will be held as needed. We anticipate holding at least one job fair annually;
 - c) Job Postings will be initiated approximately 60 days prior to the date that we anticipate commencing operations and as needed thereafter;
 - d) Our Employment Program hiring preference will be clearly identified in our job fair marketing as well as a statement encouraging individuals who meet the program criteria to attend.
5. Promote our Diversity Hiring policy on recruitment websites and on our social media presence;
6. Use job descriptions that are catered to and appeal to diverse candidates;
 - a) Our Job Descriptions will clearly promote our company's commitment to a diverse workforce and our hiring preference for minorities, women, veterans, people with disabilities, and people who are LGBTQ+.

- b) We will also include a statement encouraging individuals who meet the program criteria to apply.
7. Wellman Farm will give priority to Lowell residents who are minorities, women, veterans, people with disabilities and people who are LGBTQ+ and then to individuals outside of Lowell who meet the diversity criteria outlined above. Hiring managers will make efforts to engage with minority-based neighborhoods in Lowell and surrounding towns for employment opportunities.

Inclusion

Wellman Farm is determined to provide a work environment that is a diverse and inclusive workplace. We encourage a broad range of opinions, ideas and perspectives that drives creativity, innovation and excellence. Our goal, which we are committed to meeting, is to ensure that every employee, contractor and visitor feels safe, respected, welcome, comfortable, supported and accepted. To ensure inclusion in our workplace Wellman Farm will:

1. Provide training to all employees regarding inclusion in the workplace;
 - a) This training will happen during the onboarding process and at least once annually thereafter.
2. Provide advanced training to managers in their roles in fostering an inclusive workplace environment;
3. Draft and implement a Non-Discrimination, Harassment and Retaliation Policy. This policy will include provisions for responding to complaints, discipline for non-compliance and evaluation of the circumstances to see if this plan needs improvements, and
4. Engage with independent outside resources to evaluate and make suggestions regarding inclusion in the Wellman Farm workplace.

Supplier Diversity Plan

Wellman Farm is committed to engaging, to the extent possible, minority-owned, women owned, veteran owned, LGBTQ-owned and business owned by persons with disabilities as suppliers, contractors and wholesale partners. Wellman Farm recognizes that sourcing products and services from previously underused suppliers helps to sustain and progressively transform a company's supply chain, thus quantitatively reflecting the demographics of the community in which it operates by recording transactions with diverse suppliers.

1. Give preference to individuals or companies owned by or which have a majority of employees who meet the above criteria as our suppliers, contractors, vendors and wholesale partners;
2. Bids for services will include language explaining our Diversity preference;
3. We will advertise our Supplier Diversity Program locally, in the City of Lowell and through the City of Lowell Office of Community Development; and
4. Select wholesale marijuana partners who have achieved the Social Justice Leader rating from the Cannabis Control Commission or are an Economic Empowerment Applicant are given priority in sourcing consumer products.

Solicitations for Bids will include our Supplier Diversity Plan Program preferences for minority-owned, women owned, veteran owned, LGBTQ+ owned and business owned by persons with disabilities as our suppliers, contractors and wholesale partners

1. Wellman Farm will use social media targeted at the diverse populations outlines above; and when engaging with suppliers, contractor and vendors, Wellman Farm will request information from the companies regarding the demographics of the company owners and workforce to see if they meet our diversity plan criteria

Measurement and Evaluation

Wellman Farm realizes that to measure true success, any plan needs to be evaluated once it is implemented. We will perform an ongoing and comprehensive evaluation of this plan to ensure that it accomplishes our four goals.

1. As we begin to recruit and hire potential employees, the management team will evaluate the applicant pool and application to ensure that our recruitment policies are generating a diverse representation.
2. Periodically, the management team will evaluate the workplace climate through observations, employee meetings and individual conversations with individual employees to ensure our workplace is a place of inclusion.
3. 45 days prior to the renewal of our License, the Wellman Farm management team will conduct a comprehensive evaluation of the plans metrics to assess the plans success and/or progress. This comprehensive evaluation will be used to demonstrate the success of the plan for review by the Commission prior to our License renewal.
4. If, at any time, it is found that our plan is not reaching our goals, the executive management team will convene a special working group to evaluate the plan and make the necessary changes. This group may include outside consultants and professionals.
5. With the above goals in mind, we will track the number of individuals hired from within the diversity groups identified in our goals section above. We will continue to track this information for employee retention. As we grow beyond the startup phase, we will track incremental hiring practices to ensure that we continue to recruit and hire employees from within those diversity groups. We will track, our internal diversity training as well as the specific efforts made in our hiring practices to reach out to diversity applicants, including methods of advertising to reach diversity groups.

Conclusion

We believe that the CNB's diversity initiative is an opportunity to effect change in the establishment of this industry. We have begun initiatives, in the formation of our business, that demonstrate our sincere commitment to supporting diversity in the operation of our business. We recognize that this support can come in many forms. By having a multi-faceted approach to our diversity plan, we believe that we can best support the manner of change that was intended by the diversity initiative in the first instance. We look forward to further establishing our efforts with licensure and operation of a successful business in the adult marijuana industry.

Wellman Farm Maintenance of Financial Records Policy and Procedure

(This document is a summary of the Maintenance of Financial Records Policy and Procedure for Wellman Farm Inc. This Policy and Procedure is applicable to the entire Company's operations and includes language relating to the proposed retail operations. This plan may be amended once we are licensed)

Intent

Wellman Farm is committed to being compliant with all regulations outlined in 935 CMR 500.000 et. seq. ("the Regulations") and any other requirements or sub-regulatory guidance issued by the Massachusetts Cannabis Control Commission ("CNB" or "the Commission") or any other regulatory agency.

To provide clear and concise instructions for Wellman Farm employees regarding the Maintenance of Financial Records that are in compliance with the Regulations

Purpose

The purpose of this policy is to outline the responsibilities of the Company, the Company's management team and Agents to ensure specific, methodical, and consistent compliance of the Regulations and to ensure that our financial records are maintained in a compliant manner in compliance with all regulations and laws.

Policy

Wellman Farm financial records will be kept and maintained according to generally accepted accounting principles. The President is responsible for all accounting responsibilities and will engage the services of external Accountants and Tax Professionals to ensure proper accounting compliance. Once operational Wellman Farm will hire or engage as a contractor a bookkeeper with experience in business accounting to assist in the maintaining of these records.

All Wellman Farm financial/business records will be available for inspection to the Commission upon request.

Wellman Farm will maintain all business records in Manual and electronic (computerized) form. These records include, but are not limited to;

1. Assets and liabilities;
2. Monetary transactions;
3. Books of accounts, which shall include journals, ledgers, and supporting documents, agreements, checks, invoices, and vouchers;
4. Sales records including the quantity, form, and cost of marijuana products; and
5. 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 a Marijuana Establishment, including members of the nonprofit corporation, if any.

In relation to the maintenance of financial records Wellman Farm will incorporate the following into our business operations;

1. Wellman Farm will engage the services of a professional payroll and human resources company to assist in Human resources management and payroll services for our employees.
2. Wellman Farm will engage, to the extent possible, a banking relationship in Massachusetts to provide banking services for our company.
3. Wellman Farm will use up to date financial software programs for all financial transactions.
4. Wellman Farm does not plan to make cash transactions with other Marijuana Establishments. All transactions are intended to be done through traditional banking transactions including checks, wire transfers or credit cards.
5. On an annual basis Wellman Farm will engage the services of an independent certified public accountant who is preferably experienced in the legal marijuana industry, to conduct a financial audit of Wellman Farm finances (books).
6. Wellman Farm will engage the services of an industry experienced tax professional for the filing of all required state and federal tax documents.

IV. Access to the Commission

Wellman Farm electronic and hard copy (written) records will be available to the Commission upon request pursuant to 935 CMR 500.105(9). The records will be maintained in accordance with generally accepted accounting principles. All written records required in any section of 935 CMR 500.000 are subject to inspection.

V. Access to the Massachusetts Department of Revenue ("DOR")

Wellman Farm books, records, papers and other data will be made available upon request by the DOR. Accounting records and information in electronic format will be provided in a searchable electronic format if requested by the Commission of the DOR. Any additional reports and schedules relating to the preparation of tax returns will be maintained and made available upon request. Inventory system data as well as any additional purchase reports, schedules or documentation that reconcile to other books and records, such as purchase journals or a general ledger, will also be maintained and made available upon request.

These records will be kept so long as their contents are material in the administration of Massachusetts tax laws. At a minimum, unless the DOR Commissioner consents in writing to an earlier destruction, the records will be preserved until the statute of limitations for making additional assessments for the period for which the return was due has expired. The DOR may require a longer retention period, such as when the records are the subject of an audit, court case, or other proceeding.

Additionally, Wellman Farm will comply with all records retention requirements outlined in the DOR Regulations including but limited to 830 CMR 62C.25.1: Record Retention.

VI. Point of Sale (POS) Systems

Wellman Farm will utilize a POS system that complies with the requirements in G.L. c. 62C, § 25; 830 CMR 62C.25.1 (the Records Retention Regulation); and the Massachusetts Department of Revenue ("DOR") Directive 16-1 *"Recordkeeping Requirements for Sales and Use Tax Vendors Utilizing Point of Sale (POS) Systems"*

1. Our POS system will record all transactions in a manner that will allow the DOR to verify what was sold and whether the appropriate amount of tax was collected. Along with the data in the POS system, Wellman Farm will maintain the following records:
 - a. A journal or its equivalent, which records daily all non-cash transactions affecting accounts payable;
 - b. A cash journal or its equivalent, which records daily all cash receipts and cash disbursements, including any check transactions;
 - c. A sales slip, invoice, cash register tape, or other document evidencing the original transaction, which substantiates each entry in the journal or cash journal;
 - d. Memorandum accounts, records or lists concerning inventories, fixed assets or prepaid items, except in cases where the accounting system clearly records such information; and
 - e. A ledger to which totals from the journal, cash journal and other records have been periodically posted. The ledger must clearly classify the individual accounts receivable and payable and the capital account.
2. Each POS transaction record will provide enough detail to independently determine the taxability of each sale and the amount of tax due and collected. Information on each sales transaction will include, but is not limited to the:
 - a. individual item(s) sold,
 - b. selling price,
 - c. tax due,
 - d. invoice number,
 - e. date of sale,
 - f. method of payment, and
 - g. POS terminal number and POS transaction number.
3. Wellman Farm will maintain auditable internal controls to ensure the accuracy and completeness of the transactions recorded in the POS system. The audit trail details include, but are not limited to:
 - a. Internal sequential transaction numbers;
 - b. Records of all POS terminal activity; and
 - c. Procedures to account for voids, cancellations, or other discrepancies in sequential numbering.
 - d. The POS audit trail or logging functionality must be activated and operational at all times, and it must record:
 - e. Any and all activity related to other operating modes available in the system, such as a training mode; and
 - f. Any and all changes in the setup of the system.

Wellman Farm Personnel Policies

(Including Background Checks)

(This document is a summary of the Personnel Policies for Wellman Farm Inc. including our draft policy for background checks. This plan may be amended once we are licensed and hiring employees)

Intent

Wellman Farm is committed to being compliant with all regulations outlined in 935 CMR 500.000 et. seq. ("the Regulations") and any other requirements or sub-regulatory guidance issued by the Massachusetts Cannabis Control Commission ("the Commission") or any other regulatory agency.

To provide clear and concise instructions for Wellman Farm employees regarding Personnel Policies that are in compliance with the Regulations

Purpose

The purpose of this policy is to outline the responsibilities of the Company, the Company's management team and Agents to ensure specific, methodical, and consistent compliance of the Regulations and to ensure that our personnel policies are compliant with all regulations and laws.

Personnel Records

Wellman Farm will Maintain the following Personnel Records:

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

These Personnel Records will be held electronically and in hard copy. The electronic records will be stored in a secure server with encryption software that protects against unauthorized access to the files. Access to the electronic records will only be allowed to Wellman Farm Management agents who require

access. as part of their job duties. Hard Copy (written records) will be stored in a secure, locked cabinet in a locked room accessible to only Wellman Farm Management agents who require access. These records will be made available for inspection by the Commission upon request.

Wellman Farm Agents

All Wellman Farm board members, directors, employees, executives, managers or volunteers will register with the Commission as a Wellman Farm Marijuana Establishment Agent (“Wellman Farm Agent”). For clarity an employee means, any consultant or contractor who provides on-site services to a Marijuana Establishment related to the cultivation, harvesting, preparation, packaging, storage, testing, or dispensing of marijuana.

All Wellman Farm Agents shall;

1. Be 21 years of age or older;
2. 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
3. Be determined suitable for registration consistent with the provisions of 935 CMR 500.800 and 500.802.

Wellman Farm will submit to the Commission an application for every Wellman Farm Agent, this application will include;

1. The full name, date of birth, and address of the individual;
2. All aliases used previously or currently in use by the individual, including maiden name, if any;
3. A copy of the applicant’s driver’s license, government-issued identification card, liquor purchase identification card issued pursuant to M.G.L. c. 138, § 34B, or other verifiable identity document acceptable to the Commission;
4. An attestation that the individual will not engage in the diversion of marijuana products;
5. Written acknowledgment by the applicant of any limitations on his or her authorization to cultivate, harvest, prepare, package, possess, transport, and dispense marijuana in the Commonwealth;
6. Background information, including, as applicable:
 - a. A description and the relevant dates of any criminal action under the laws of the Commonwealth, or another state, the United States or foreign jurisdiction, or a military, territorial, or Native American tribal authority, whether for a felony or misdemeanor and which resulted in conviction, or guilty plea, or plea of nolo contendere, or admission of sufficient facts;
 - b. A description and the relevant dates of any civil or administrative action under the laws of the Commonwealth, another state, the United States or foreign jurisdiction, or a military, territorial, or Native American tribal authority relating to any professional or occupational or fraudulent practices;
 - c. A description and relevant dates of any past or pending denial, suspension, or revocation of a license or registration, or the denial of a renewal of a license or registration, for any type of business or profession, by any federal, state, or local government, or any foreign jurisdiction;

- d. A description and relevant dates of any past discipline by, or a pending disciplinary action or unresolved complaint by, the Commonwealth, or a like action or complaint by another state, the United States or foreign jurisdiction, or a military, territorial, or Native American tribal authority with regard to any professional license or registration held by the applicant; and
7. A nonrefundable application fee paid by the Marijuana Establishment with which the marijuana establishment agent will be associated; and
8. Any other information required by the Commission.

The Wellman Farm COO will register with the Department of Criminal Justice Information Systems pursuant to 803 CMR 2.04: iCORI Registration, and will submit to the Commission a Criminal Offender Record Information (CORI) report and any other background check information required by the Commission for each individual for whom the Wellman Farm seeks a marijuana establishment agent registration, obtained within 30 days prior to submission.

Wellman Farm will notify the Commission no more than one business day after a Wellman Farm agent ceases to be associated with the establishment. The registration shall be immediately void when the agent is no longer associated with the establishment.

The Agent registration card is valid for one year from the date of issue, Wellman Farm will renew each Wellman Farm Agent Registration Card on an annual basis upon a determination by the Commission that the applicant for renewal continues to be suitable for registration.

After obtaining a registration card for a Wellman Farm Agent registration card, Wellman Farm will notify the Commission, in a form and manner determined by the Commission, as soon as possible, but in any event, within five business days of any changes to the information that the establishment was previously required to submit to the Commission or after discovery that a registration card has been lost or stolen.

All Wellman Farm Agents will carry the registration card at all times while in possession of marijuana products, including at all times while at the establishment or while transporting marijuana products.

Background Checks

Wellman Farm will comply with all Background Check requirements in the regulations and any other sub-regulatory guidance issued by the Commission.

Application Process- During the application process Wellman Farm will complete the Background Check Packet as outlined in 935 CMR 500.101(1)(b) which includes;

1. The list of individuals and entities in 935 CMR 500.101(1)(a)1. (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);
2. Information for each individual identified in 935 CMR 500.101(1)(a)1., which shall include:
 - a. The individual's full legal name and any aliases;
 - b. The individual's address;
 - c. The individual's date of birth;

- d. A photocopy of the individual's driver's license or other government-issued identification card;
 - e. A CORI Acknowledgment Form, pursuant to 803 CMR 2.09: Requirements for Requestors to Request CORI, provided by the Commission, signed by the individual and notarized;
 - f. Authorization to obtain a full set of fingerprints, in accordance with M.G.L. c. 94G, § 21, submitted in a form and manner as determined by the Commission;
3. Relevant Background Check Information. Applicants for licensure will also be required to supply information detailing involvement in any criminal or civil or administrative matters:
- a. A description and the relevant dates of any criminal action under the laws of the Commonwealth, or another state, the United States or foreign jurisdiction, or a military, territorial, or Native American tribal authority, whether for a felony or misdemeanor including, but not limited to, action against any health care facility or facility for providing marijuana for medical or recreational purposes, in which those individuals either owned shares of stock or served as board member, executive, officer, director or member, and which resulted in conviction, or guilty plea, or plea of nolo contendere, or admission of sufficient facts;
 - b. A description and the relevant dates of any civil action under the laws of the Commonwealth, another state, the United States or foreign jurisdiction, or a military, territorial, or Native American tribal authority, including, but not limited to a complaint relating to any professional or occupational or fraudulent practices;
 - c. A description and relevant dates of any past or pending legal or enforcement actions in any other state against any board member, executive, officer, director or member, or against any entity owned or controlled in whole or in part by them, related to the cultivation, processing, distribution, or sale of marijuana for medical or recreational purposes;
 - d. A description and the relevant dates of any administrative action, including any complaint, order or disciplinary action, by the Commonwealth, or like action by another state, the United States or foreign jurisdiction, or a military, territorial, or Native American tribal authority, including, but not limited to any complaint or issuance of an order relating to the denial, suspension, or revocation of a license, registration, or certification;
 - e. A description and relevant dates of any administrative action, including any complaint, order or disciplinary action, by the Commonwealth, or a like action by another state, the United States or foreign jurisdiction, or a military, territorial, Native American tribal authority or foreign jurisdiction, with regard to any professional license, registration, or certification, held by any board member, executive, officer, director, or member that is part of the applicant's application, if any;
 - f. A description and relevant dates of actions against a license to prescribe or distribute controlled substances or legend drugs held by any board member, executive, officer, director or member that is part of the applicant's application, if any; and
 - g. Any other information required by the Commission.

Wellman Farm will not present any individual in our application whose background check will result in a Mandatory Disqualification or Presumptive Negative Suitability Determination as outlined in Table A of 935 CMR 500.801.

Background Checks not included in the Application Process- For all Marijuana Establishment Agent Registrations not included in the application process Wellman Farm will submit Marijuana Establishment Agent applications for all required individuals. Wellman Farm will perform its own due diligence in the hiring of employees and contractors and will not knowingly submit an employee or contractor's application if the background check would result in a Mandatory Disqualification or Presumptive Negative Suitability Determination as outlined in Table D of 935 CMR 500.802.

Equal Employment Policy

It is the policy of Wellman Farm to provide equal employment opportunities to all employees and employment applicants without regard to unlawful considerations of race, religion, creed, color, national origin, sex, pregnancy, sexual orientation, gender identity, age, ancestry, physical or mental disability, genetic information, marital status or any other classification protected by applicable local, state or federal laws. This policy prohibits unlawful discrimination based on the perception that anyone has any of those characteristics or is associated with a person who has or is perceived as having any of those characteristics. This policy applies to all aspects of employment, including, but not limited to, hiring, job assignment, working conditions, compensation, promotion, benefits, scheduling, training, discipline and termination.

Wellman Farm expects all employees to support our equal employment opportunity policy, and to take all steps necessary to maintain a workplace free from unlawful discrimination and harassment and to accommodate others in line with this policy to the fullest extent required by law. For example, Wellman Farm will make reasonable accommodations for employees' observance of religious holidays and practices unless the accommodation would cause an undue hardship on Wellman Farm operations. If you desire a religious accommodation, you are required to make the request in writing to your manager as far in advance as possible. You are expected to strive to find co-workers who can assist in the accommodation (e.g. trade shifts) and cooperate with Wellman Farm in seeking and evaluating alternatives.

Moreover, in compliance with the Americans with Disabilities Act (ADA), Wellman Farm provides reasonable accommodations to qualified individuals with disabilities to the fullest extent required by law. Wellman Farm may require medical certification of both the disability and the need for accommodation. Keep in mind that Wellman Farm can only seek to accommodate the known physical or mental limitations of an otherwise qualified individual. Therefore, it is your responsibility to come forward if you are in need of an accommodation. Wellman Farm will engage in an interactive process with the employee to identify possible accommodations, if any will help the applicant or employee perform the job.

Anti-Harassment and Sexual Harassment Policy

Wellman Farm seeks to promote a workplace that is free from discrimination and harassment, whether based on race, color, gender, age, religion, creed, national origin, ancestry, sexual orientation, marital

status or disability. Inappropriate interference with the ability of Wellman Farm 's employees to perform their expected job duties is not tolerated.

It is illegal and against Wellman Farm's policy for any employee, male or female, to harass another employee. Examples of such harassment include making sexual advances or favors or other verbal or physical conduct of a sexual nature a condition of any employee's employment; using an employee's submission to or rejection of such conduct as the basis for, or as a factor in, any employment decision affecting the individual; or otherwise creating an intimidating, hostile, or offensive working environment by such conduct.

The creation of an intimidating, hostile, or offensive working environment may include but is not limited to such actions as persistent comments on an employee's sexual preferences, the display of obscene or sexually oriented photographs or drawings, or the telling of sexual jokes. Conduct or actions that arise out of a personal or social relationship and that are not intended to have a discriminatory employment effect may not be viewed as harassment. Wellman Farm will determine whether such conduct constitutes sexual harassment, based on a review of the facts and circumstances of each situation.

Wellman Farm will not condone any sexual harassment of its employees. All employees, including supervisors and managers, will be subject to progressive discipline, up to and including discharge, for any act of sexual harassment they commit.

Wellman Farm will not condone sexual harassment of its employees by non-employees, and instances of such harassment should be reported as indicated below for harassment by employees.

If you feel victimized by sexual harassment you should report the harassment to your manager immediately. If your immediate manager is the source of the alleged harassment, you should report the problem to the Human Resources Department.

Managers who receive a sexual harassment complaint should carefully investigate the matter, questioning all employees who may have knowledge of either the incident in question or similar problems. The complaint, the investigative steps and findings, and disciplinary actions (if any) should be documented as thoroughly as possible.

Any employee who makes a complaint, or who cooperates in any way in the investigation of same, will not be subjected to any retaliation or discipline of any kind.

In addition to the above, if you believe you have been subjected to sexual harassment, you may file a formal complaint with either or both of the government agencies set forth below. Using our complaint process does not prohibit you from filing a complaint with these agencies. Each of the agencies has a short time period for filing a claim (EEOC - 300 days; MCAD - 300 days).

The United States Equal Employment Opportunity Commission ("EEOC") One Congress Street, 10th Floor Boston, MA 02114, (617) 565-3200.

The Massachusetts Commission Against Discrimination ("MCAD") One Ashburton Place, Rm. 601, Boston, MA 02108, (617) 994-6000.

Americans with Disability Act

Wellman Farm strongly supports the policies of the Americans with Disabilities Act and is completely committed to treating all applicants and employees with disabilities in accordance with the requirements of that act. Wellman Farm judge's individuals by their abilities, not their disabilities, and seeks to give full and equal employment opportunities to all persons capable of performing successfully in the company's positions. Wellman Farm will provide reasonable accommodations to any persons with disabilities who require them, who advise Wellman Farm of their particular needs. Information concerning individuals' disabilities and their need for accommodation will of course be handled with the utmost discretion.

Drug/Alcohol Free Workplace

Wellman Farm is committed to providing its employees with a safe and productive work environment. In keeping with this commitment, it maintains a strict policy against the use of alcohol and the unlawful use of drugs in the workplace. Consequently, no employee may consume or possess alcohol, or use, possess, sell, purchase or transfer illegal drugs at any time while on Wellman Farm's premises or while using Wellman Farm vehicles or equipment, or at any location during work time.

No employee may report to work with illegal drugs (or their metabolites) or alcohol in his or her bodily system. The only exception to this rule is that employees may engage in moderate consumption of alcohol that may be served and/or consumed as part of an authorized Company social or business event. "Illegal drug" means any drug that is not legally obtainable or that is legally obtainable but has not been legally obtained. It includes prescription drugs not being used for prescribed purposes or by the person to whom it is prescribed or in prescribed amounts. It also includes any substance a person holds out to another as an illegal drug.

Any violation of this policy will result in disciplinary action, up to and including termination.

Any employee who feels he or she has developed an addiction to, dependence upon, or problem with alcohol or drugs, legal or illegal, is strongly encouraged to seek assistance before a violation of this policy occurs. Any employee who requests time off to participate in a rehabilitation program will be reasonably accommodated. However, employees may not avoid disciplinary action, up to and including termination, by entering a rehabilitation program after a violation of this policy is suspected or discovered.

Smoke Free Workplace

Smoking is prohibited throughout the workplace. This policy applies equally to all employees, clients, partners, and visitors.

Employee Assistance Policy

To help employees in circumstances where counseling services would be helpful, Wellman Farm will make an Employee Assistance Program (EAP) counseling service available to employees, when needed, at no personal cost.

Dismissal of Wellman Farm Agents for Certain Violations

If a Wellman Farm Agent is found to have committed any of the following violations that agent will immediately be dismissed and have their Marijuana Establishment Registration Card confiscated.

Diverted marijuana;

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

The President will immediately be notified of any of these instances. The President will make a detailed report of the event the notify the Commission within 24 hours. In the case of a Wellman Farm Agent who has diverted marijuana, the President will also notify local law enforcement within 24 hours of the occurrence.

Employee Handbook

Wellman Farm will provide a comprehensive employee handbook to all employees that will outline all the information pertinent to their employment with Wellman Farm, LLC. These subjects will include, but not be limited to;

1. The Wellman Farm Mission and Vision
2. Organizational Structure
3. General Employment Policies
4. Employee Categories
5. Conflicts of Interest
6. Access to Personnel Files
7. Performance Evaluations
8. Hours of Work
9. Compensation
10. Benefits
11. Code of Conduct
12. Discipline
13. Dispute resolution within workplace
14. Training

Wellman Farm Qualifications and Training Policy and Procedure

(This document is a summary of the Qualifications and Training Policy and Procedure for Wellman Farm Inc.)

Intent

Wellman Farm is committed to being compliant with all regulations outlined in 935 CMR 500.000 et. seq. (“the Regulations”) and any other requirements or sub-regulatory guidance issued by the Massachusetts Cannabis Control Commission (“CNB”) or any other regulatory agency.

To provide clear and concise instructions for Wellman Farm employees regarding the qualifications for employment and agent training that are in compliance with the Regulations

Purpose

The purpose of this policy is to outline the responsibilities of the Company, the Company’s management team and Agents to ensure specific, methodical, and consistent compliance of the Regulations and to ensure that we only hire qualified Marijuana Establishment Agents and that our training process and curriculum are in compliance with all regulations and laws.

Anticipated Positions

- Extraction Manager
- Extraction Agent (3)
- Product Manufacturing Lead
- Product manufacturing Agent (3)

Qualifications for a Wellman Farm Marijuana Establishment Agent

The minimum requirements to become a Wellman Farm Marijuana Establishment Agent (“Wellman Farm Agent”) are outlined below. All Wellman Farm board members, directors, employees, executives, managers or volunteers will apply to the Commission as a Wellman Farm Marijuana Establishment Agent. For clarity an employee means, any consultant or contractor who provides on-site services to a Marijuana Establishment related to the cultivation, harvesting, preparation, packaging, storage, testing, or dispensing of marijuana.

All Wellman Farm Agents must;

1. Be 21 years of age or older;
2. 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
3. Be determined suitable for registration consistent with the provisions of 935 CMR 500.800 and 500.802.

Wellman Farm will develop a job description for all positions with the company. While all Wellman Farm Agents must meet the qualifications listed above, many of our positions will require additional qualifications depending on the required duties.

Mandatory Training of Wellman Farm Agents

Pursuant to 935 CMR 500.105(2)(a) Wellman Farm will ensure all Wellman Farm Agents complete training prior to performing job functions. Training will be tailored to the role and responsibilities of the job function.

1. Our initial training begins during employee orientation where all new employees will be issued their employee handbook. Classroom or online training on this day will include, but not be limited to;
 - a. Code of Conduct;
 - b. Marijuana Regulations;
 - c. Security and Safety;
 - d. Emergency Procedures/Disaster Plan;
 - e. Diversion of Marijuana;
 - f. Terminatable Offences;
 - g. Confidential Information;
 - h. Employee Policies (all employee policies from the handbook will be covered) including but not limited to;
 - i. Alcohol, smoke and drug-free workplace;
 - ii. Equal Employment Policy;
 - iii. Anti-Harassment and Sexual Harassment Policy;
 - iv. Americans with Disability Act;
 - v. Employee Assistance Policy; and
 - vi. Diversity Plan
2. After the initial training is complete agents will be trained on job specific areas depending on their duties. This training can be done in a classroom setting, online or computerized or by means of on the job training ("OJT").
3. All Wellman Farm Agents will receive a minimum of 8 hours of training annually.
4. Wellman Farm will record, maintain and store documentation of all required training, including training regarding privacy and confidentiality requirements, and the signed statement of the individual indicating the date, time, and place he or she received said training and the topics discussed, including the name and title of presenters. These records will be stored in the Agents Personnel File. Training records will be retained by Wellman Farm for at least one year after agents' termination.

5. When implemented and available, Wellman Farm will require all of its Agents to attend and complete a Responsible Vendor Training Program within 90 days of being hired and be designated as a “responsible vendor”
 - a. After the responsible vendor designation is applied each Wellman Farm owner, manager, and employee involved in the handling and sale of marijuana for adult use will successfully complete the program once every year thereafter to maintain designation as a “responsible vendor.”
 - b. Wellman Farm will maintain records of responsible vendor training program compliance for four years and make them available to inspection by the Commission and any other applicable licensing authority upon request during normal business hours.

Additional Training

Wellman Farm will provide ongoing training and training opportunities to its employees. In addition to required training, Wellman Farm will encourage advanced training to our employees in the areas of Safety and Security, Marijuana Science or other areas then enhance the Company’s products. We will, additionally, encourage, but not require employees to participate in community outreach activities including, but not limited to educational outreach, outreach to prevent diversion to minors and community involvement activities.

Policy for Quality Control and Testing of Marijuana and Marijuana Products

(This document is a summary of the Policy and Procedure for Quality Control and Testing of Marijuana and Marijuana Products that Wellman Farm plans to implement once licensed. This plan may be amended once the design and buildout of our facility is complete)

Intent

Wellman Farm is committed to being compliant with all regulations outlined in 935 CMR 500.000 et. seq. (“the Regulations”) and any other requirements or sub-regulatory guidance issued by the Massachusetts Cannabis Control Commission (“CNCB”) or any other regulatory agency.

To provide clear and concise instructions for Wellman Farm employees on Quality Control and Testing that are in compliance with the Regulations

Wellman Farm is committed to cultivating healthy, high quality disease free marijuana. Contaminants such as mold, fungus, bacterial diseases, rot, pests, pesticides not in compliance with 500.120(5) for use on marijuana and mildew are the biggest threat to a marijuana cultivation facility and its products. Wellman Farm will utilize Best Management Practices (“BMP”) for the prevention and treatment of possible contaminants using the safest and least invasive means.

Wellman Farm will also implement an industry standard, robust Integrated Pest Management (“IPM”) program focusing on preventing pest problems rather than reacting to them. Preventing pest problems in a cultivation facility entails minimizing pest access to the facility and the food and shelter available to it. Consequently, IPM relies heavily on the cooperation and participation of all employees.

Superb quality control and the testing of marijuana products are essential for the operation of the Wellman Farm Cultivation Facility. Wellman Farm uses best industry practices when it comes to quality control and product testing.

General Requirements

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

All Products that Wellman Farm will sell or transfer to other Marijuana Establishment will be tested in accordance with the regulations and this policy.

Wellman Farm will not sell or otherwise market marijuana for adult use that is not capable of being tested by Independent Testing Laboratories, except as allowed under 935 CMR 500.000.

Any testing results indicating noncompliance with M.G.L. c.132B and the regulations at 333 CMR 2.00 through 333 CMR 14.00 will be immediately reported to the Commission, who may refer any such result to the Massachusetts Department of Agricultural Resources.

Wellman Farm will satisfy minimum energy efficiency and equipment standards established by the Commission and meet all applicable environmental laws, regulations, permits and other applicable approvals, including those related to water quality and solid and hazardous waste management, prior to obtaining a final license under 935 CMR 500.103(2)

Wellman Farm will adopt and use additional best management practices as determined by the Commission, in consultation with the working group established under section 78(b) of St. 2017, c. 55, to reduce energy and water usage, engage in energy conservation and mitigate other environmental impacts, and shall provide energy and water usage reporting to the Commission in a form determined by the Commission. These energy efficiency and equipment standards include:

1. The building envelope for our facility will meet minimum Massachusetts Building Code requirements and all Massachusetts amendments (780 CMR: *State Building Code*), International Energy Conservation Code (IECC) Section C.402 or The American Society of Heating, Refrigerating and Air-Conditioning Engineers (ASHRAE) Chapters 5.4 and 5.5 as applied or incorporated by reference in 780 CMR: *State Building Code*, except that facilities using existing buildings may demonstrate compliance by showing that the envelope insulation complies with code minimum standards for Type Factory Industrial F-1, as further defined in guidelines issued by the Commission.
2. The Lighting Power Densities (LPD) for our cultivation space will not exceed an average of 36 watts per gross square foot of active and growing space canopy, but for Tier 1 and Tier 2 a requirement of 50 watts per gross square foot of active canopy or growing unless otherwise determined in guidelines issued by the Commission.
3. Our Heating Ventilation and Air Condition (HVAC) and dehumidification systems will meet Massachusetts Building Code requirements and all Massachusetts amendments (780 CMR: *State Building Code*), IECC Section C. 403 or ASHRAE Chapter 6 as applied or incorporated by reference in (780 CMR: *State Building Code*).
4. Wellman Farm will establish documented safety protocols to protect workers and consumers (e.g., eye protection near any operating grow light).
5. Wellman Farm understands and acknowledges that the Commission may further define these standards, or create reasonable exemptions or modifications, through guidelines issued in consultation with the energy and environmental standards working group established under St. 2017, c. 55, § 78(b), including but not limited to provisions for greenhouses and agricultural buildings.

Definitions

Cultivation Batch means a collection of cannabis or marijuana plants from the same seed or plant stock that are cultivated and harvested together, and receive an identical propagation and cultivation treatment including, but not limited to: growing media, ambient conditions, watering and light regimes and agricultural or hydroponic inputs. Clones that come from the same plant are one batch. The marijuana licensee shall assign and record a unique, sequential alphanumeric identifier to each cultivation batch for the purposes of production tracking, product labeling and product recalls.

Independent Testing Laboratory means a laboratory that is licensed by the Commission and is:

- (a) Accredited to the International Organization for Standardization 17025 (ISO/IEC 17025: 2017) by a third-party accrediting body that is a signatory to the International Laboratory Accreditation Accrediting Cooperation mutual recognition arrangement or that is otherwise approved by the Commission;
- (b) Independent financially from any Medical Marijuana Treatment Center (RMD), Marijuana Establishment or licensee for which it conducts a test; and
- (c) Qualified to test cannabis or marijuana in compliance with 935 CMR 500.160 and M.G.L. c. 94C, § 34.

Marijuana means all parts of any plant of the genus Cannabis, not excepted in (a) through (c) and whether growing or not; the seeds thereof; and resin extracted from any part of the plant; clones of the plant; and every compound, manufacture, salt, derivative, mixture or preparation of the plant, its seeds or resin including tetrahydrocannabinol as defined in M.G.L. c. 94G, § 1; provided that cannabis shall not include:

- (a) the mature stalks of the plant, fiber produced from the stalks, oil, or cake made from the seeds of the plant, any other compound, manufacture, salt, derivative, mixture or preparation of the mature stalks, fiber, oil, or cake made from the seeds of the plant or the sterilized seed of the plant that is incapable of germination;
- (b) hemp; or
- (c) the weight of any other ingredient combined with cannabis or marijuana to prepare topical or oral administrations, food, drink or other products.

Marijuana Products means cannabis or marijuana and its products unless otherwise indicated. These include products have been manufactured and contain cannabis or marijuana or an extract from cannabis or marijuana, including concentrated forms of marijuana and products composed of marijuana and other ingredients that are intended for use or consumption, including edible products, beverages, topical products, ointments, oils and tinctures.

Process or Processing means to harvest, dry, cure, trim and separate parts of the cannabis or marijuana plant by manual or mechanical means, except it shall not include manufacture as defined in 935 CMR 500.002.

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

Quality Control- Sanitation Standard Operating Procedure (SSOP)

Facility

The Wellman Farm Cultivation facility ("the facility") will be designed and constructed with safe food handling and sanitation in mind. All equipment in the facility will comply with the design and construction standards of appropriate nationally recognized standards and/or code requirements and bear the certification mark of an ANSI accredited organization (e.g. NSF, UL, ETL).

1. All product contact surfaces will be smooth, durable and easily cleanable.
2. The walls, ceiling and floors of all cultivation, processing and storage areas will be constructed of materials that are smooth, durable and can be adequately kept clean and in good repair.
 - a. There must be coving at base junctures that is compatible with both wall and floor coverings. The coving should provide at least 1/4-inch radius and 4" in height.
3. The facility will provide sufficient space for the placement of equipment and storage of materials as is necessary for the maintenance of sanitary operations and the production of safe marijuana products.
4. Floor drains and floors are effectively sloped and designed prevent pooling water. Drains have proper grating to prevent blockage and stopping of drains.
5. Overhead fixtures, ducts and pipes are designed as to prevent drips or condensate from potential contamination of marijuana products or marijuana products-packaging materials. Piping and conduit is at least 25 mm (2.5 cm) from the walls and ceilings.
6. Aisles or working spaces are provided between equipment and walls and are adequately unobstructed and of adequate width to permit employees to perform their duties and to protect against contaminating infused or marijuana products or infused or marijuana products- contact surfaces with clothing or personal contact.
7. Lighting and Light Fittings - Shatter-proof or safety-type light bulbs, fixtures, or other glass is used where lighting is suspended over cultivation, processing or storage areas or otherwise protect against marijuana product contamination in case of glass breakage.
 - a. Suspended lighting is constructed from non- corrodible and cleanable assemblies.
 - b. Adequate lighting is installed in hand-washing areas, dressing and locker rooms, and toilet rooms and in all areas where infused or marijuana products is examined, processed, or stored and where equipment or utensils are cleaned.
 - c. All light bulbs used in the production, processing and storage areas are shatterproof and/or protected with plastic covers.
 - d. Adequate safety lighting in all production, processing and storage areas, as well as areas where equipment or utensils are cleaned
8. Buildings, fixtures, and other physical facilities will be constructed in such a manner that allow them to be maintained in a sanitary condition
9. Ventilation - Adequate ventilation or control equipment to minimize odors and vapors (including steam and noxious fumes) is installed in areas where they may contaminate marijuana products.
 - a. Fans and other air-blowing equipment shall be operated in a manner that minimizes the potential for contaminating infused or marijuana products, infused or marijuana products-packaging materials, and infused or marijuana products-contact surfaces.
10. Hand-washing facilities will be adequate and convenient and shall be furnished with running water at a suitable temperature.
 - a. Located in all production and processing areas and where good sanitary practices require employees to wash and sanitize their hands
 - b. Provide effective hand-cleaning and sanitizing preparations and sanitary towel service or suitable drying devices

11. The facility water supply comes from the City of Lowell municipal water supply and is sufficient for necessary operations.
12. The facilities plumbing will be of adequate size and design, and adequately installed and maintained to carry sufficient quantities of water to required locations throughout the facility.
 - a. Plumbing shall properly convey sewage and liquid disposable waste from the facility.
 - b. There will be no cross-connections between the potable and wastewater lines;
13. The facility will provide its employees with adequate, readily accessible toilet facilities that will be maintained in a sanitary condition and in good repair.
14. All storage areas will be constructed in a manner that will protect its contents against physical, chemical, and microbial contamination as well as against deterioration of marijuana products or their containers.

Contamination Control

1. All entrance and exit doors to the facility will be self-closing and rodent proof;
 - a. Air curtains will prevent insects and microbial contaminants from entering the building when doors are in use
 - b. Insect screening, HEPA, and carbon filters will prevent pest and microbial contaminants from entering through vents and exhaust from the outside
 - c. Foot baths and sticky mats are strategically placed throughout the facility to collect pest and contaminants from footwear
2. Employee and visitor gowning
 - a. Employees are required to change out of their street clothes and footwear into uniforms and footwear dedicated to the facility
 - b. Visitors are required to secure personal belongings and don jumpsuits and disposable boot covers
3. Training
 - a. All employees will be trained on pest prevention, pest management, pest detection, and pest treatments.
4. Traps for monitoring
 - a. Small sticky traps for monitoring of flying or airborne pest shall be posted, mapped and levels of any pest monitored/documented.
5. Handling and storage of marijuana product or marijuana plant waste
 - a. All marijuana plant waste will be placed in the "Marijuana Waste" container located in each cultivation and processing area.
 - i. This container must be impervious and covered
 - b. At the end of every day the "Marijuana Waste" container must be emptied, and the contents transferred to the Marijuana Waste Room
 - c. All plant waste will be stored in the waste room in sealed containers until disposal
6. Handling and storage of non-marijuana waste.
 - a. All non-marijuana waste will be placed into the appropriate impervious covered waste receptacles
 - i. Recyclable
 - ii. Organic
 - iii. Solid waste

- b. At the end of every day these containers will be emptied, and the contents removed from the building and placed in the appropriate containers to await pickup
7. All toxic materials including cleaning compounds, pesticides, sanitizers, etc. will be stored in an area away from production, processing and storage areas.

Sanitation

All marijuana products will be prepared, handled, and stored in compliance with;

- The sanitation requirements in 105 CMR 500.000: *Good Manufacturing Practices for Food*;
 - The sanitation requirements in 105 CMR 590.000: *Minimum Sanitation Standards for Food Establishments*; and
 - The requirements for food handlers specified in 105 CMR 300.000: *Reportable Diseases, Surveillance, and Isolation and Quarantine Requirements*
1. Storage- Separate storage rooms will be utilized for finished marijuana products
 2. Hand Washing- The facility will have a separate handwashing sink; hand drying device, or disposable towels; supply of hand cleaning agent; and waste receptacle for each processing, production, utensil washing area, and toilet room.
 - a. Sinks used for product preparation or for washing equipment or utensils shall not be used for handwashing.
 - b. Each handwashing sink will be provided with hot and cold water tempered by means of a mixing valve or a combination faucet to provide water at a temperature of at least 110 degrees Fahrenheit.
 - c. Handwashing sinks will be of sufficient number and conveniently located for use by all employees in the production, processing and utensil washing areas. Handwashing sinks will be easily accessible and may not be used for purposes other than handwashing
 3. Toilet Room- A toilet room shall be available for use by all workers. Ventilation will be provided by mechanical means. A soap dispenser and disposable towels shall be provided for hand washing in toilet rooms.
 4. Manual Cleaning and Sanitizing- For manual cleaning and sanitizing of equipment and utensils, a stainless steel three-compartment sink will be used.
 - a. The sink compartments shall be large enough to hold the largest pot, pan or piece of equipment.
 - b. Each compartment will be supplied with adequate hot and cold potable running water
 - c. Integral drainboards of adequate size shall be provided on both sides of the sink for cleaned and soiled utensils
 - d. A floor drain will be located in the immediate vicinity of the sink in areas where wet pots, utensils and equipment are air-drying.
 - e. Stainless Steel racks, shelves or dish tables are to be provided adjacent to the warewash sink.
 - f. An approved chemical test kit for determining sanitizer strength will be available and used.
 - g. Manual Warewashing Procedure
 - i. Rinse, scrape, or soak all items before washing.

- ii. Record the date, sanitizer water temperature or test strip results, and initial record on Manual Warewashing Monitoring Form
- iii. Wash items in the first sink in a detergent solution. Water temperature should be at least 110°F. Use a brush, cloth, or scrubber to loosen remaining soil. Replace detergent solution when suds are gone or water is dirty.
- iv. Immerse or spray-rinse items in second sink. Water temperature should be at least 110°F. Remove all traces of food and detergent. If using immersion method, replace water when it becomes cloudy, dirty, or sudsy.
- v. Immerse items in third sink filled with hot water or a chemical-sanitizing solution.
 1. If hot water immersion is used, the water temperature must be at least 180°F. Items must be immersed for 30 seconds. Proper personal protective equipment should be worn.
 2. If chemical sanitizing is used, the sanitizer must be mixed at the proper concentration. (Check at regular intervals with a test kit.) Water must be correct temperature for the sanitizer used.
 - a. The strength of the sanitizer must be measured in accordance with manufacturer's instructions.
- vi. To avoid recontamination of clean and sanitary items:
 1. Air dry all items on a drainboard.
 2. Wash hands prior to returning to storage.

Warewashing Sink Setup

WASH	RINSE	SANITIZE
110°F	110°F	180°F or
Soapy Water	Clear Water	Chemical Sanitizer

Chemical Solution	Concentration Level	Minimum Temperature	Minimum Immersion Time
Chlorine Solution	25mg/l minimum	120°F	10 seconds
	50mg/l minimum	100°F	10 seconds
	100mg/l minimum	55°F	10 seconds
Iodine Solution	12.5-25.0mg/l	75°F	30 seconds
Quaternary Ammonium Solution	200 ppm maximum	75°F	30 seconds

- h. Equipment Cleaning and Sanitizing Procedure
 - i. Disassemble removable parts from equipment
 - ii. Use the three-sink method to wash, rinse, and sanitize all parts. Verify sanitizer concentration for each meal period and as necessary per policy.
 1. Quaternary ammonia –200 ppm and immerse for 30 seconds

2. Iodine –12.5-25.0 ppm and immerse for 30 seconds
3. Chlorine –50-99 ppm and immerse for 7 seconds
- iii. Wash, rinse, and sanitize all food contact surfaces of the equipment that are stationary.
- iv. Allow all parts of the equipment to air dry.
- v. After being rinsed and sanitized, equipment and utensils should not be rinsed before air-drying, unless the rinse is applied directly from a ware washing Machine or the sanitizing solution calls for rinsing off the sanitizer after it has been applied in a commercial ware washing Machine.
- vi. Reassemble the equipment.
- i. Product Preparation Surfaces- These surfaces will be cleaned and sanitized as frequently as necessary to protect against contamination, using a sanitizing agent registered by the US Environmental Protection Agency (EPA), in accordance with labeled instructions.
 - i. Prescrape surface to remove gross soils.
 - ii. Wash surface with recommended strength solution of pot & pan detergent.
 - iii. Rinse with water and wipe dry.
 - iv. Using trigger sprayer bottle and a different wiping cloth, apply sanitizing solution of sanitizer.
 1. Per label directions, use appropriate test papers to determine correct concentration of the sanitizer solution. Surfaces must remain wet for 60 seconds
 - v. Allow to air dry.

Personnel

1. Any employee or contractor who, by medical examination or supervisory observation, is shown to have, or appears to have, any disease transmissible through food, an illness, open lesion, including boils, sores, or infected wounds, or any other abnormal source of microbial contamination by which there is a reasonable possibility of marijuana products, production or processing surfaces, or packaging materials becoming contaminated, shall be excluded from any operations which may be expected to result in such contamination until the condition is corrected. Personnel shall be instructed to report such health conditions to their supervisors.
 - a. Any manager, when he or she knows or has reason to believe that an employee has contracted any disease transmissible through food or has become a carrier of such disease, or any disease listed in 105 CMR 300.200(A) will report the same immediately by email to the Lowell Board of Health.
 - b. Wellman Farm will voluntarily comply with any and all isolation and/or quarantine orders issued by the Lowell Board of Health, the Department of Public Health or the Commission.
 - c. Wellman Farm Agents must report any flu-like symptoms, diarrhea, and/or vomiting to their supervisor. Employees with these symptoms will be sent home with the exception of symptoms from a noninfectious condition
 - i. Agents may be re-assigned to activities so that there is no risk of transmitting a disease through food/product.
2. All Wellman Farm Agents shall conform to sanitary practices while on duty, including

- a. Maintain adequate personal cleanliness:

Grooming:

- i. Arrive at work clean – clean hair, teeth brushed, bathed and used deodorant daily.
- ii. Maintain short, clean, and polish-free fingernails. No artificial nails are permitted in the food/product production or processing area.
 - a. Fingernails should be trimmed, filed, and maintained so edges and surfaces are cleanable and not rough.
- iii. Wash hands (including under fingernails) and up to forearms vigorously and thoroughly with soap and warm water for a period of 20 seconds:
 - When entering the facility before work begins.
 - Immediately before preparing or processing products or handling equipment.
 - As often as necessary during cultivation or product preparation when contamination occurs.
 - In the restroom after toilet use and when you return to your work station.
 - When switching between working areas
 - After touching face, nose, hair, or any other body part, and after sneezing or coughing.
 - After cleaning duties.
 - Between each task performed and before wearing disposable gloves.
 - After eating or drinking.
 - Any other time an unsanitary task has been performed – i.e. taking out garbage, handling cleaning chemicals, picking up a dropped item, etc.
 - a. Wash hands only in hand sinks designated for that purpose.
 - b. Dry hands with single use towels. Turn off faucets using a paper towel, in order to prevent recontamination of clean hands.

Proper Attire:

- i. Wear appropriate clothing – clean uniform with sleeves and clean non-skid close-toed work shoes (or leather tennis shoes) that are comfortable for standing and working on floors that can be slippery.
- ii. Wear apron or lab coat on site, as appropriate.
 - Do not wear apron or lab coat to and from work.
 - Take off apron or lab coat before using the restroom.
 - Remove apron or lab coat when leaving the production or processing area.
 - Change apron or lab coat if it becomes soiled or stained.
- iii. Wear disposable gloves with any cuts, sores, rashes, or lesions.
- iv. Wear gloves when handling products or product ingredients that will not be heated-treated.
- v. Wear gloves when packaging products
- vi. Change disposable gloves as often as hand washing is required. Wash hands before donning and after discarding gloves.

Hair Restraints and Jewelry:

- i. Wear a hair net or bonnet in any food/product production or processing area so that all hair is completely covered.
- ii. Keep beards and mustaches neat and trimmed. Beard restraints are required in any food/product production or processing area.
- iii. Refrain from wearing jewelry in the food/product production and processing area.
 - Only a plain wedding band.
 - No necklaces, bracelets, or dangling jewelry are permitted.
 - No earrings or piercings that can be removed are permitted.

Cuts, Abrasions, and Burns:

- i. Bandage any cut, abrasion, or burn that has broken the skin.
- ii. Cover bandages on hands with gloves and finger cots and change as appropriate.
- iii. Inform supervisor of all wounds.

Smoking, eating, and gum chewing:

- i. The Wellman Farm facility is a smoke free facility. No smoking or chewing tobacco shall occur on the premises.
- ii. Eat and drink in designated areas only. A closed beverage container may be used in the production area if the container is handled to prevent contamination of 1) the employee's hands, 2) the container, and 3) exposed product, clean equipment and utensils.
- iii. Refrain from chewing gum or eating candy during work in a food/product production or processing area.

HACCP- Hazard Analysis and Critical Control Point

Wellman Farm will implement a HACCP plan in accordance with *the HACCP Principles & Application Guidelines* issued by the FDA. This HACCP plan will address the processing, production and packaging of all marijuana products that Wellman Farm will manufacture. Once operational Wellman Farm will:

1. Assemble the HACCP team
2. Describe the product and its distribution
3. Describe the intended use and consumers of the product
4. Develop a flow diagram which describes each process
5. Verify the flow diagram
6. Conduct a hazard analysis for each product (Principle 1)
7. Determine critical control points (CCPs) for each product (Principle 2)
8. Establish critical limits (Principle 3)
9. Establish monitoring procedures (Principle 4)
10. Establish corrective actions (Principle 5)
11. Establish verification procedures (Principle 6)

12. Establish record-keeping and documentation procedures (Principle 7)

Training

Wellman Farm will provide training and training opportunities to all of its employees. In addition to required training, Wellman Farm will encourage advanced training to all employees in the areas of Plant Safety, Safe Cultivation Processes, Good Manufacturing Practices and HACCP.

1. All employees will be trained on basic plant safety prior to or during the first day of employment.
 - a. Include basic product safety training as part of new employee orientation.
 - b. The sanitation requirements in 105 CMR 500.000: Good Manufacturing Practices for Food;
 - c. The sanitation requirements in 105 CMR 590.000: Minimum Sanitation Standards for Food Establishments; and
 - d. The requirements for food handlers specified in 105 CMR 300.000: Reportable Diseases, Surveillance, and Isolation and Quarantine Requirements
2. All employees engaging in the trimming or packaging will be trained and certified in;
 - a. A nationally accredited Food Handler Program (i.e. ServSafe)
3. Provide staff with at least bi-annual training on plant safety, Good Manufacturing Practices and HACCP.
4. Monthly in-service training.
5. Require all managers to be Certified Food Protection Manager (CFPM) by completing a SERVSAFE or similar nationally accredited food safety certification course.
6. Use outside resources, such as Extension specialists, vendors, health department inspectors, or qualified trainers to provide plant safety and HACCP training.
7. Observe staff to ensure they demonstrate plant safety knowledge each day in the workplace.
8. Document the content of all training sessions and attendance.
9. File documentation in HACCP records.

Testing of Marijuana and Marijuana Products

Wellman Farm sampling and testing policies and procedures are compliant with the testing requirements outlined in 935 CMR 725.160 and the *“Protocol for sampling and analysis of finished medical marijuana products and marijuana-infused products for Massachusetts Registered Medical Marijuana Dispensaries”* published by DPH.

Testing of environmental media (e.g., soils, solid growing media, and water) shall be performed in compliance with the *“Protocol for Sampling and Analysis of Environmental Media for Massachusetts Registered Medical Marijuana Dispensaries”* published by the DPH.

Wellman Farm will contract with a Licensed Independent Testing Laboratory to test all marijuana batches prior to packaging to ensure contaminant-free purity and correct dosage and potency. We have begun discussions with several Marijuana Testing laboratories which are Accredited to International Organization for Standardization (ISO) 17025 by a third-party accrediting body that is a signatory to the International Laboratory Accreditation Cooperation (ILAC) Mutual Recognition Arrangement. Any

Laboratory that Wellman Farm contracts with will be Licensed by the Commission prior to Wellman Farm contracting them for testing services.

1. This testing lab will pick up and transport our testing samples to and from their lab. This transportation will comply with the Wellman Farm policies and procedures and 935 CMR 500.105(13) if applicable.
2. Wellman Farm will ensure that the storage of all marijuana products at the laboratory complies with 935 CMR 500.105(11).
3. Any and all excess Wellman Farm marijuana product samples used in testing will be disposed of in compliance with 935 CMR 500.105(12), either by the Independent Testing Laboratory returning excess marijuana to the Wellman Farm Facility for disposal or by the Independent Testing Laboratory disposing of it directly

Wellman Farm will not sell or otherwise market for adult use any Marijuana Product that is not capable of being tested by Independent Testing Laboratories, except as allowed under 935 CMR 500.000. The product must be deemed to comply with the standards required under 935 CMR 500.160

Required testing includes:

1. Cannabinoid Profile
2. Contaminants as specified by the Department/Commission including, but not limited to:
 - a. Mold
 - b. Mildew
 - c. Heavy metals
 - d. Plant-Growth Regulators and Pesticides that are compliant with M.G.L. c. 132B and the regulations promulgated at 333 CMR 2.00 through 333 CMR 14.00.
 - e. Bacteria
 - f. Fungi
 - g. Mycotoxins.

Wellman Farm will maintain the results of all testing for no less than one year.

Wellman Farm will arrange for testing to be conducted in accordance with the frequency required by the Department/Commission.

If a batch of marijuana fails a quality assurance test, it will be quarantined and stored away from other product and the Commission will be notified within 72 hours of these results. Wellman Farm will submit to the Commission upon their request, any information regarding contamination. The batch will be retested, remediated or destroyed as determined by Management.

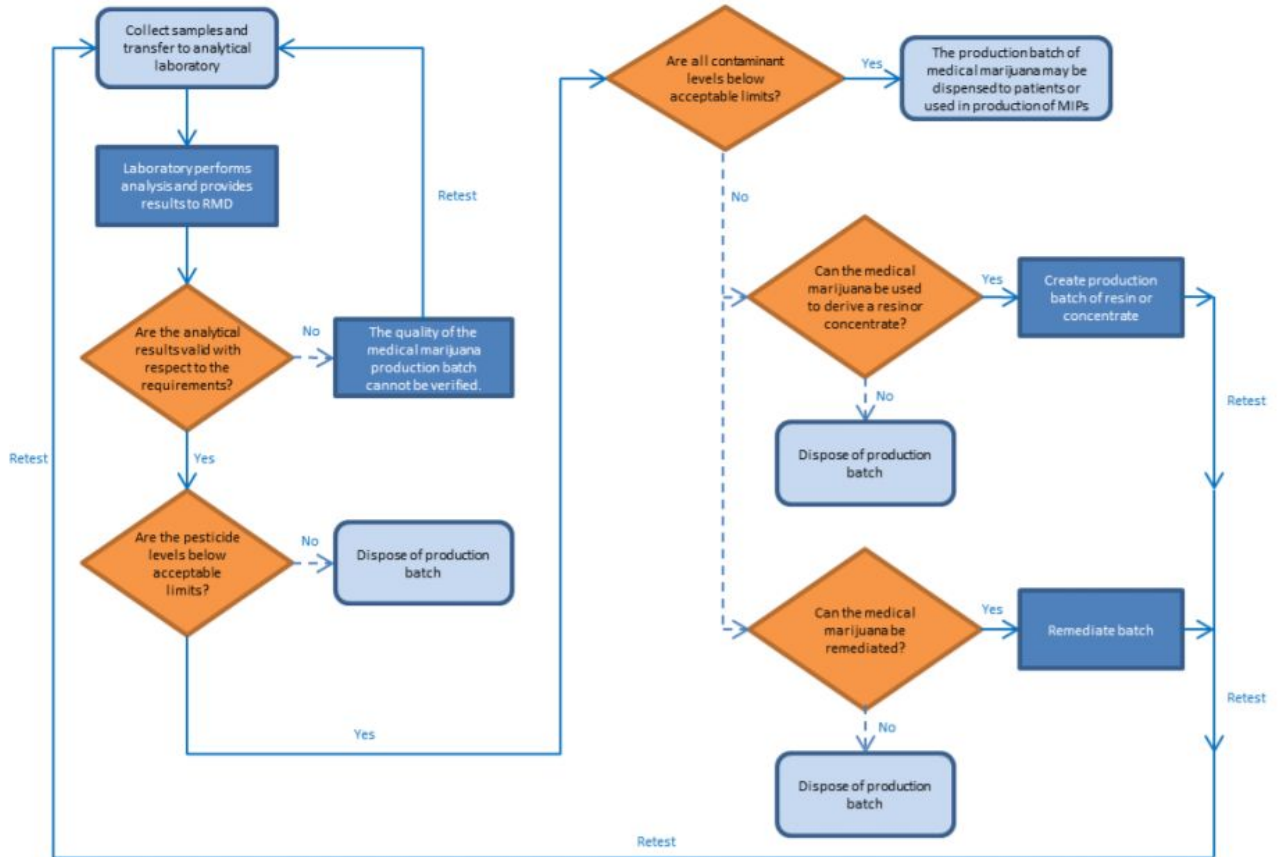
This policy will be available to registered qualifying patients and personal caregivers. Any notifications indicating contamination that cannot be remediated will include a proposed plan for destruction of contaminated product and assessment of the source of contamination.

Policy for Responding to Laboratory Results that Indicate Contaminant Levels are Above Acceptable Limits

If a laboratory test result indicates that a Wellman Farm marijuana product sample has contaminant levels above the acceptable limits established in the DPH protocols identified in 935 CMR 500.160(1) Wellman Farm will:

1. Immediately segregate the cultivation or production batch and evaluate next steps.
 - a. Using the flowchart below (*Actions in Response to Laboratory Analytical Results*), the Cultivation Manager and CEO will determine whether to:
 - i. Retest the Cultivation/Production Batch
 - ii. Remediate the Cultivation/Production Batch
 - iii. Dispose of Cultivation/Production Batch
2. If the test result indicates has a contaminant level for Pesticides that is above the acceptable limits the Production Batch will be immediately disposed of.
3. If it is determined that the Production Batch cannot be remediated, it will be disposed of.
4. In the case of disposal under 1 and 2 above the Wellman Farm Cultivation Manager or President will:
 - a. Notify the Commission within 72 hours of the laboratory testing results indicating that the contamination cannot be remediated.
 - b. The notification to the Commission will describe the proposed plan of action for both the destruction of the contaminated product and the assessment of the source of contamination.
5. In the case of any test result that indicates that a Wellman Farm marijuana product sample has contaminant levels above the acceptable limits, the Cultivation Manager and President will conduct an assessment of the source of the contamination.
 - a. This extensive assessment will include investigating all possible sources of contamination including water, media, nutrients, environmental conditions and employee factors.
 - b. The assessment should include a corrective action plan and be shared as a training tool with all Wellman Farm agents.

Actions in Response to Laboratory Analytical Results



Wellman Farm Record Keeping Procedure

(This document is a summary of the Record Keeping Procedure for Wellman Farm Inc. This plan may be amended once we are licensed)

Intent

Wellman Farm is committed to being compliant with all regulations outlined in 935 CMR 500.000 et. seq. ("the Regulations") and any other requirements or sub-regulatory guidance issued by the Massachusetts Cannabis Control Commission ("CNB") or any other regulatory agency.

To provide clear and concise instructions for Wellman Farm employees regarding Record Keeping that are in compliance with the Regulations

Purpose

The purpose of this policy is to outline the responsibilities of the Company, the Company's management team and Agents to ensure specific, methodical, and consistent compliance of the Regulations and to ensure that our Record Keeping Procedures are compliant with all regulations and laws.

Access to the Commission

Wellman Farm electronic and hard copy (written) records will be available to the Commission upon request pursuant to 935 CMR 500.105(9). The records will be maintained in accordance with generally accepted accounting principles. All written records required in any section of 935 CMR 500.000 are subject to inspection.

Types of Records

The following records will be maintained and stored by Wellman Farm and available to the Commission upon request:

1. Operating procedures as required by 935 CMR 500.105(1)
 - a. Security measures in compliance with 935 CMR 500.110;
 - b. Employee security policies, including personal safety and crime prevention techniques;
 - c. A description of the Marijuana Establishment's hours of operation and after-hours contact information, which shall be provided to the Commission, made available to law enforcement officials upon request, and updated pursuant to 935 CMR 500.000.
 - d. Storage of marijuana in compliance with 935 CMR 500.105(11);
 - e. Description of the various strains of marijuana to be cultivated, processed or sold, as applicable, and the form(s) in which marijuana will be sold;
 - f. Procedures to ensure accurate recordkeeping, including inventory protocols in compliance with 935 CMR 500.105(8) and (9);
 - g. Plans for quality control, including product testing for contaminants in compliance with 935 CMR 500.160;
 - h. A staffing plan and staffing records in compliance with 935 CMR 500.105(9);
 - i. Emergency procedures, including a disaster plan with procedures to be followed in case of fire or other emergencies;
 - j. Alcohol, smoke, and drug-free workplace policies;

- k. A plan describing how confidential information will be maintained;
- l. A policy for the immediate dismissal of any marijuana establishment agent who has:
 - i. Diverted marijuana, which shall be reported to law enforcement officials and to the Commission;
 - ii. Engaged in unsafe practices with regard to operation of the Marijuana Establishment, which shall be reported to the Commission; or
 - iii. Been convicted or entered a guilty plea, plea of nolo contendere, or admission to sufficient facts of a felony drug offense involving distribution to a minor in the Commonwealth, or a like violation of the laws of another state, the United States or a foreign jurisdiction, or a military, territorial, or Native American tribal authority.
- m. A list of all board members and executives of a Marijuana Establishment, and members, if any, of the licensee must be made available upon request by any individual. 935 CMR This requirement may be fulfilled by placing this information on the Marijuana Establishment's website.
- n. Policies and procedures for the handling of cash on Marijuana Establishment premises including but not limited to storage, collection frequency, and transport to financial institution(s).
- o. Policies and procedures to prevent the diversion of marijuana to individuals younger than 21 years old.
- p. Policies and procedures for energy efficiency and conservation that shall include:
 - i. Identification of potential energy use reduction opportunities (including but not limited to natural lighting, heat recovery ventilation and energy efficiency measures), and a plan for implementation of such opportunities;
 - ii. Consideration of opportunities for renewable energy generation, including, where applicable, submission of building plans showing where energy generators could be placed on the site, and an explanation of why the identified opportunities were not pursued, if applicable;
 - iii. Strategies to reduce electric demand (such as lighting schedules, active load management and energy storage); and
 - iv. Engagement with energy efficiency programs offered pursuant to M.G.L. c. 25, § 21, or through municipal lighting plants.
- 2. Operating procedures as required by 935 CMR 500.120(12);
 - a. Methods for identifying, recording, and reporting diversion, theft, or loss, and for correcting all errors and inaccuracies in inventories. The policies and procedures, at a minimum, must be in compliance with 935 CMR 500.105(8);
 - b. Policies and procedures for handling voluntary and mandatory recalls of marijuana. Such procedures shall be adequate to deal with recalls due to any action initiated at the request or order of the Commission, and any voluntary action by a Marijuana Establishment to remove defective or potentially defective marijuana from the market, as well as any action undertaken to promote public health and safety;
 - c. Policies and procedures for ensuring that any outdated, damaged, deteriorated, mislabeled, or contaminated marijuana is segregated from other marijuana and destroyed. Such procedures shall provide for written documentation of the disposition

- of the marijuana. The policies and procedures, at a minimum, must be in compliance with 935 CMR 500.105(12);
- d. Policies and procedures for transportation. The policies and procedures, at a minimum, must be in compliance with 935 CMR 500.105(13);
 - e. Policies and procedures to reduce energy and water usage, engage in energy conservation and mitigate other environmental impacts. The policies and procedures at a minimum, must be in compliance with 935 CMR 500.105(15) and 935 CMR 500.120(11); and
 - f. Policies and procedures for the transfer, acquisition, or sale of marijuana between Marijuana Establishments.
- 3. Inventory records as required by 935 CMR 500.105(8); and
 - 4. Seed-to-sale tracking records for all marijuana products are required by 935 CMR 500.105(8)(e).
 - 5. Personnel records required by 935 CMR 500.105(9)(d), including but not limited to;
 - a. Job descriptions for each employee and volunteer position, as well as organizational charts consistent with the job descriptions;
 - b. A personnel record for each marijuana establishment agent. Such records shall be
 - c. maintained for at least 12 months after termination of the individual's affiliation with the Marijuana Establishment and shall include, at a minimum, the following:
 - i. All materials submitted to the Commission pursuant to 935 CMR 500.030(2);
 - ii. Documentation of verification of references;
 - iii. The job description or employment contract that includes duties, authority, responsibilities, qualifications, and supervision
 - iv. Documentation of all required training, including training regarding privacy and confidentiality requirements, and the signed statement of the individual indicating the date, time, and place he or she received said training and the topics discussed, including the name and title of presenters;
 - v. Documentation of periodic performance evaluations;
 - vi. A record of any disciplinary action taken; and
 - vii. Notice of completed responsible vendor and eight-hour related duty training.
 - d. A staffing plan that will demonstrate accessible business hours and safe cultivation conditions;
 - e. Personnel policies and procedures; and
 - f. All background check reports obtained in accordance with 935 CMR 500.030
 - 6. Business records, which shall include manual or computerized records of:
 - a. Assets and liabilities;
 - b. Monetary transactions;
 - c. Books of accounts, which shall include journals, ledgers, and supporting documents, agreements, checks, invoices, and vouchers;
 - d. Sales records including the quantity, form, and cost of marijuana products; and
 - e. Salary and wages paid to each employee, stipend paid to each board member, and an executive compensation, bonus, benefit, or item of value paid to any individual affiliated with a Marijuana Establishment, including members of the nonprofit corporation, if any.
 - 7. Waste disposal records as required under 935 CMR 500.105(12); and

8. Following closure of a Marijuana Establishment, all records must be kept for at least two years at the expense of the Marijuana Establishment and in a form and location acceptable to the Commission.
9. Responsible vendor training program compliance records.
10. Vehicle registration, inspection and insurance records.

All records kept and maintained by Wellman Farm will be securely held. Access to these records will only be accessible to those Wellman Farm Agents who require access as a part of their job duties.

Wellman Farm Policy for Restricting Access to Age 21 and Older (Cultivation)

Intent

Wellman Farm Cultivation operations will be compliant with all regulations outlined in 935 CMR 500.000 et. seq. ("the Regulations") and any other requirements or sub-regulatory guidance issued by the Massachusetts Cannabis Control Commission ("CNB") or any other regulatory agency.

Purpose

The purpose of this policy is to outline the responsibilities of the Company, the Company's management team and Agents to ensure specific, methodical, and consistent compliance of the Regulations and to ensure that access to our facility is restricted to only persons who are 21 years of age or older.

Definitions

Law Enforcement Authorities means local law enforcement unless otherwise indicated.

Marijuana Establishment Agent means a board member, director, employee, executive, manager, or volunteer of a Marijuana Establishment, who is 21 years of age or older. Employee includes a consultant or contractor who provides on-site services to a Marijuana Establishment related to the cultivation, harvesting, preparation, packaging, storage, testing, or dispensing of marijuana.

Visitor means an individual, other than a Marijuana Establishment Agent authorized by the Marijuana Establishment, on the premises of an establishment for a purpose related to its operations and consistent with the objectives of St. 2016, c. 334, as amended by St. 2017, c. 55 and 935 CMR 500.000, provided, however, that no such individual shall be younger than 21 years old.

Responsibilities

The Wellman Farm Management team is responsible for ensuring that all persons who enter the facility or are otherwise associated with the operations of Wellman Farm are over the age of 21.

Access to the Facility

The Wellman Farm cultivation facility located at 26 Wellman Street in Lowell allows only the following individuals access to our facility. For the purposes of this Policy the term facility also refers to any vehicle owned, leased, rented or otherwise used by Wellman Farm for the transportation of Marijuana:

1. Wellman Farm Agents (including board members, directors, employees, executives, managers, or volunteers)
 - a. Must have a valid Agent Registration Card issued by the Commission
 - b. All Wellman Farm Agents are verified to be 21 years of age or older prior to being issued a Marijuana Establishment Agent card.

2. Visitors (including outside vendors and contractors)
 - a. Prior to being allowed access to the facility or any Limited Access Area, the visitor must produce a Government issued Identification Card to a member of the management team and have their age verified to be 21 years of age or older.
 - i. If there is any question as to the visitor's age, or if the visitor cannot produce a Government Issued Identification Card, they will not be granted access.
 - b. After the age of the visitor is verified they will be given a Visitor Identification Badge
 - c. Visitors will be escorted at all times by a marijuana establishment agent authorized to enter the limited access area.
 - d. Visitors will be logged in and out of the facility and must return the Visitor Identification Badge upon exit.
 - i. The visitor log will be available for inspection by the Commission at all times
3. Access to the Commission, Emergency Responders and Law Enforcement.
 - a. The following individuals shall have access to a Marijuana Establishment or Marijuana Establishment transportation vehicle:
 - i. Representatives of the Commission in the course of responsibilities authorized by St. 2016, c. 334, as amended by St. 2017, c. 55 or 935 CMR 500.000;
 - ii. Representatives of other state agencies of the Commonwealth; and
 - iii. Emergency responders in the course of responding to an emergency.
 - iv. Law enforcement personnel or local public health, inspectional services, or other permit-granting agents acting within their lawful jurisdiction.
 - b. Individuals described above in this policy will be granted immediate access to the facility.

Policy for Separating Recreational from Medical Operations

Not Applicable

(Wellman Farm, Inc. is not a Medical Marijuana Treatment Center or Existing RMD Applicant)

Wellman Farm Plan for Positive Impact

Wellman Farm, Inc. (Wellman Farm) is committed to allowing people from areas of disproportionate impact to share in the positive impact from the operation of our Marijuana Establishment. Wellman Farm has a unique insight into the issue of positive impact and understand that some communities have been disproportionately affected by cannabis prohibition and enforcement. Marijuana prohibition and enforcement has produced profoundly unequal outcomes for these communities with higher arrest and incarceration rates and this result tends to occur in less affluent areas at a much higher rate.

Through its regulations the Commonwealth of Massachusetts and the Cannabis Control Commission has required the promotion and encouragement of full participation in the marijuana industry by people from communities that have been disproportionately harmed by marijuana prohibition and enforcement and to positively impact those communities. To this end, Wellman Farm, to the extent that is practical, is also committed to employing, partnering with, and providing programs that will help reverse the negative impacts that marijuana prohibition has had on populations in areas of disproportionate impact.

Wellman Farm will comply with the requirements of 935 CMR 500.105(4) which provides the permitted and prohibited advertising, branding, marketing, and sponsorship practices of every Marijuana Establishment

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

GOALS

1. Fill at least 60% of our job positions with individuals that meet the following criteria:
 - a) Past or present residents of the geographic "areas of disproportionate impact," which have been defined by the Commission and identified in its Guidance for Identifying Areas of Disproportionate Impact, specifically **Lowell**.
 - b) Commission-designated Social Equity Program participants;
 - c) Massachusetts residents who have past drug convictions; and
 - d) Massachusetts residents with parents or spouses who have drug convictions.
2. Source 50% of our contractors, suppliers and vendors who meet the following criteria:
 - a) Past or present residents of the geographic "areas of disproportionate impact," which have been defined by the Commission and identified in its Guidance for Identifying Areas of Disproportionate Impact, specifically Lowell.
 - b) Commission-designated Economic Empowerment Priority applicants;
 - c) Commission-designated Social Equity Program participants;
 - d) Massachusetts residents who have past drug convictions; and
 - e) Massachusetts residents with parents or spouses who have drug convictions.

PROGRAMS

EMPLOYMENT PROGRAM

Wellman Farm plans to employ up to 25 full time employees once fully operational.

Many areas of the City of Lowell are designated as areas of disproportionate impact. We will target these areas for all job opportunities and give preference to these residents for open positions.

1. Our goal is that at least 60% of our employees will fall into one of the categories below outlined in our goals.
2. All postings will be listed with the MassHire Lowell Career Center. This organization is a Massachusetts One Stop Career Center that serves Lowell and the surrounding area.
 - a) Our Employment Program hiring preference will be clearly identified in our job posting as well as a statement encouraging individuals who meet the program criteria to apply
3. We plan to participate in job fairs and other outreach associated with this and similar organizations.
 - a) Our first job fair will be held approximately 45 days prior to the anticipated date we will become operational;
 - b) Second and subsequent job fairs will be held as needed. We anticipate holding at least one job fair annually
 - c) Our Employment Program hiring preference will be clearly identified in our job fair marketing as well as a statement encouraging individuals who meet the program criteria to attend.
4. Employees working at least 30 hours per week or 130 hours per month will be eligible to participate in an employer-sponsored health plan. Similarly, paid vacation and sick benefits will be available to 30+ hour employees.

SUPPLIER AND CONTRACTOR PROGRAM

Supporting access to this industry can also be achieved by selecting suppliers and contractors with businesses located in areas of disproportionate impact. Our supplier and contractor selection will consider the following factors:

1. Preference will be given to suppliers, vendors and contractors that are 1) owned by or employ a majority of their employees from areas of disproportionate impact, specifically Lowell, 2) Massachusetts residents or businesses that are owned by or employ a majority of their employees that have past drug convictions and 3) Massachusetts residents or businesses that are owned by or employ a majority of their employees with parents or spouses who have drug convictions.
 - a) Solicitations for Bids will include our Supplier and Contractor Program preferences;

- i. Wellman Farm will use social media targeted at Lowell businesses and solicit bids from suppliers, contractor and vendors from Lowell.
 - b) When engaging with suppliers, contractors and vendors, Wellman Farm will request information from the companies regarding the demographics of the company owners and workforce to see if they meet the Program criteria
2. Wholesale Marijuana partners who are Commission-designated Economic Empowerment Priority applicants will be given priority in sourcing consumer products.

MEASURING AND REPORTING POSITIVE IMPACT ON THE COMMUNITY

Creating a positive impact on areas of disproportionate impact is fundamental to responsible business ownership. It is Wellman Farm's intent to make Positive Impact with performance indicators a key factor in demonstrating success.

We have established clear goals that we will strive to achieve in the operation of our business initiative.

As a metric to gauge the success of our efforts in positively impacting our community we will track, report and analyze the following:

1. Number of employees hired, retained, or promoted that come from disproportionate impacted areas;
2. Number of employees hired, retained, or promoted that are Commission-designated Social Equity Program participants;
3. Number of employees hired, retained, or promoted that are Massachusetts residents who have past drug convictions;
4. Number of employees hired, retained, or promoted that are Massachusetts residents with parents or spouses who have drug convictions.
5. Number and types of jobs created in the adult-use cannabis industry in geographic areas of disproportionate impact.
6. The number of suppliers, vendors and contractors who are Individuals or businesses that are owned by or employ a majority of their employees from areas of disproportionate impact;
7. The number of suppliers, vendors and contractors who are Massachusetts residents or businesses that are owned by or employ a majority of their employees that have past drug convictions;
8. The number of suppliers, vendors and contractors who are Massachusetts residents or businesses that are owned by or employ a majority of their employees with parents or spouses who have drug convictions.
9. The number of wholesale marijuana partners who are Economic Empowerment Applicants.

10. Demography of employees throughout the year including race, ethnicity, gender, age and other categories relevant to diversity (to the extent employees elect to participate in self-reporting);

60 days prior to our license renewal, and annually thereafter, Wellman Farm will produce a comprehensive report on this plan using the metrics outlined above. This report will include an assessment of the plans success or progress in attaining the outlined goals. This report will be provided to the Commission for evaluation prior to our annual license renewal. This report will also be made available to the City of Lowell. Wellman Farm Managers and appropriate community leaders will meet to discuss the report and make any necessary adjustments.