



Massachusetts Cannabis Control Commission

Marijuana Retailer

General Information:

License Number: MR282243
Original Issued Date: 11/12/2020
Issued Date: 11/12/2020
Expiration Date: 11/12/2021

ABOUT THE MARIJUANA ESTABLISHMENT

Business Legal Name: The Blue Jay Botanicals, Inc.

Phone Number: 508-879-5000
Email Address: tucker@commonwealthfarm1761.com

Business Address 1: 600 Worcester Road, Suite 401
Business City: Framingham
Business State: MA
Business Zip Code: 01702

Mailing Address 1: 600 Worcester Road, Suite 401
Mailing City: Framingham
Mailing State: MA
Mailing Zip Code: 01702

CERTIFIED DISADVANTAGED BUSINESS ENTERPRISES (DBES)

Certified Disadvantaged Business Enterprises (DBEs): Not a DBE

PRIORITY APPLICANT

Priority Applicant: yes
Priority Applicant Type: Economic Empowerment Priority
Economic Empowerment Applicant Certification Number: EE202121
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: Percentage Of Control: 20
Role: Executive / Officer
Other Role: Chief Engagement Officer, President, and Director of The Blue Jay

Botanicals, Inc., 49% Owner of Herban Legends of Boston, LLC, Manager of Nuestra, LLC

First Name: Renata **Last Name:** Caines **Suffix:**

Gender: Female **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:

Person with Direct or Indirect Authority 2

Percentage Of Ownership: **Percentage Of Control:** 20

Role: Executive / Officer **Other Role:** Chief Executive Officer, Secretary, and Director of The Blue Jay Botanicals, Inc., 51% Owner of Herban Legends of Boston, LLC; Manager of Nuestra, LLC

First Name: Ivelise **Last Name:** Rivera **Suffix:**

Gender: Female **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:

Person with Direct or Indirect Authority 3

Percentage Of Ownership: **Percentage Of Control:** 20

Role: Director **Other Role:** Manager of Nuestra, LLC; Director of The Blue Jay Botanicals, Inc.

First Name: Shaquille **Last Name:** Anderson **Suffix:**

Gender: Male **User Defined Gender:**

What is this person's race or ethnicity?: Black or African American (of African Descent, African American, Nigerian, Jamaican, Ethiopian, Haitian, Somali)

Specify Race or Ethnicity:

Person with Direct or Indirect Authority 4

Percentage Of Ownership: **Percentage Of Control:** 20

Role: Executive / Officer **Other Role:** Chief Operating Officer and Director of The Blue Jay Botanicals, Inc.; Manager of Nuestra, LLC; Manager of Mikaz, LLC; Chief Executive Officer and Director of Commonwealth Farm 1761, Inc.

First Name: Jonathan **Last Name:** Tucker **Suffix:**

Gender: Male **User Defined Gender:**

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

Specify Race or Ethnicity:

Person with Direct or Indirect Authority 5

Percentage Of Ownership: **Percentage Of Control:** 20

Role: Director **Other Role:** Treasurer and Director of The Blue Jay Botanicals, Inc.; Manager of Nuestra, LLC; Manager of Mikaz, LLC

First Name: Tara **Last Name:** Tucker **Suffix:**

Gender: Female **User Defined Gender:**

What is this person's race or ethnicity?: Middle Eastern or North African (Lebanese, Iranian, Egyptian, Syrian, Moroccan, Algerian)

Specify Race or Ethnicity:

Person with Direct or Indirect Authority 6

Percentage Of Ownership:

Percentage Of Control:

Role: Other (specify)

Other Role: President and Director of Commonwealth Farm 1761, Inc.

First Name: Arthur

Last Name: White

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:

ENTITIES WITH DIRECT OR INDIRECT AUTHORITY

Entity with Direct or Indirect Authority 1

Percentage of Control: 100

Percentage of Ownership: 100

Entity Legal Name: Nuestra, LLC

Entity DBA:

DBA

City:

Entity Description: Massachusetts Limited Liability Company

Foreign Subsidiary Narrative:

Entity Phone: 508-879-5000

Entity Email:

Entity Website:

tucker@commonwealthfarm1761.com

Entity Address 1: 198 Tremont Street, Suite 228

Entity Address 2:

Entity City: Boston

Entity State: MA

Entity Zip Code: 02116

Entity Mailing Address 1: 198 Tremont Street, Suite 228

Entity Mailing Address 2:

Entity Mailing City: Boston

Entity Mailing State: MA

Entity Mailing Zip Code:

02116

Relationship Description: Nuestra, LLC is the 100% owner and sole shareholder of The Blue Jay Botanicals, Inc. Tara Tucker, Jonathan Tucker, Ivelise Rivera, Renata Caines, and Shaquille Anderson are the managers, each with 20 percent control.

Entity with Direct or Indirect Authority 2

Percentage of Control: 60

Percentage of Ownership: 51

Entity Legal Name: Herban Legends of Boston, LLC

Entity DBA:

DBA

City:

Entity Description: Massachusetts Limited Liability Company

Foreign Subsidiary Narrative:

Entity Phone: 617-821-5745

Entity Email: ivelise.rivera@verizon.net

Entity Website:

Entity Address 1: 198 Tremont Street, Suite 228

Entity Address 2:

Entity City: Boston

Entity State: MA

Entity Zip Code: 02116

Entity Mailing Address 1: 198 Tremont Street, Suite 228

Entity Mailing Address 2:

Entity Mailing City: Boston

Entity Mailing State: MA

Entity Mailing Zip Code:

02116

Relationship Description: Herban Legends of Boston, LLC ("Herban Legends") owns 51 percent of Nuestra, LLC ("Nuestra"). Pursuant to Nuestra's Operating Agreement, Herban Legends has the right to appoint three of five managers to make major decisions about Nuestra. Herban Legends has appointed Ivelise Rivera, Renata Caines, and Shaquille Anderson as Board Members.

Herban Legends is owned by Ivelise Rivera (51%) and Renata Caines (49%), who are both Commission-certified Economic Empowerment Priority Applicants.

Entity with Direct or Indirect Authority 3

Date generated: 12/03/2020

BUSINESS INTERESTS IN OTHER STATES OR COUNTRIES

No records found

DISCLOSURE OF INDIVIDUAL INTERESTS

Individual 1

First Name: Tara **Last Name:** Tucker **Suffix:**
Marijuana Establishment Name: Commonwealth Farm 1761, Inc. **Business Type:** Marijuana Cultivator
Marijuana Establishment City: Framingham **Marijuana Establishment State:** MA

Individual 2

First Name: Tara **Last Name:** Tucker **Suffix:**
Marijuana Establishment Name: Commonwealth Farm 1761, Inc. **Business Type:** Marijuana Product Manufacture
Marijuana Establishment City: Framingham **Marijuana Establishment State:** MA

Individual 3

First Name: Jonathan **Last Name:** Tucker **Suffix:**
Marijuana Establishment Name: Commonwealth Farm 1761, Inc. **Business Type:** Marijuana Cultivator
Marijuana Establishment City: Framingham **Marijuana Establishment State:** MA

Individual 4

First Name: Jonathan **Last Name:** Tucker **Suffix:**
Marijuana Establishment Name: Commonwealth Farm 1761, Inc. **Business Type:** Marijuana Product Manufacture
Marijuana Establishment City: Framingham **Marijuana Establishment State:** MA

Individual 5

First Name: Arthur **Last Name:** White **Suffix:**
Marijuana Establishment Name: Commonwealth Farm 1761, Inc. **Business Type:** Marijuana Cultivator
Marijuana Establishment City: Framingham **Marijuana Establishment State:**
MA

Individual 6

First Name: Arthur **Last Name:** White **Suffix:**
Marijuana Establishment Name: Commonwealth Farm 1761, Inc. **Business Type:** Marijuana Product Manufacture
Marijuana Establishment City: Framingham **Marijuana Establishment State:** MA

MARIJUANA ESTABLISHMENT PROPERTY DETAILS

Establishment Address 1: 22 Chestnut Hill Avenue

Establishment Address 2:

Establishment City: Athol **Establishment Zip Code:** 01331

Approximate square footage of the establishment: 5700 **How many abutters does this property have?:** 34

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

HOST COMMUNITY INFORMATION

Host Community Documentation:

Document Category	Document Name	Type	ID	Upload Date
Community Outreach Meeting Documentation	BJB - Athol - Community Outreach.pdf	pdf	5c2e62fa6b68fa71e859ad8d	01/03/2019
Certification of Host Community	HCA Certification Form BJB and Athol.pdf	pdf	5c34ccb97341b97aa3733150	01/08/2019

Agreement

Plan to Remain Compliant with Local Zoning	BJB - Plan to Remain Compliant with Local Zoning.pdf	pdf	5eb4d2520f6f0d34840b2c18	05/07/2020
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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	Blue Jay - ADI.pdf	pdf	5eb4d3381cd17834bad61e46	05/07/2020

ADDITIONAL INFORMATION NOTIFICATION

Notification: I understand

INDIVIDUAL BACKGROUND INFORMATION

Individual Background Information 1

Role: Executive / Officer Other Role:

First Name: Renata Last Name: Caines Suffix:

RMD Association: Not associated with an RMD

Background Question: no

Individual Background Information 2

Role: Executive / Officer Other Role:

First Name: Ivelise Last Name: Rivera Suffix:

RMD Association: Not associated with an RMD

Background Question: no

Individual Background Information 3

Role: Director Other Role:

First Name: Shaquille Last Name: Anderson Suffix:

RMD Association: Not associated with an RMD

Background Question: no

Individual Background Information 4

Role: Director Other Role:

First Name: Jonathan Last Name: Tucker Suffix:

RMD Association: Not associated with an RMD

Background Question: no

Individual Background Information 5

Role: Director Other Role:

First Name: Tara Last Name: Tucker Suffix:

RMD Association: Not associated with an RMD

Background Question: no

Individual Background Information 6

Articles of Organization	BJB - Athol - Articles of Incorporation.pdf	pdf	5c2e7e836b68fa71e859ae09	01/03/2019
Secretary of Commonwealth - Certificate of Good Standing	BJB - Certificate of Good Standing - SoS.pdf	pdf	5c2f905b01564f720c380b40	01/04/2019
Department of Revenue - Certificate of Good standing	BJB DOR.pdf	pdf	5c533e79635d511b3474cf09	01/31/2019
Secretary of Commonwealth - Certificate of Good Standing	BJB - DUA.pdf	pdf	5eb4dbb20f96d32d2066f2c4	05/08/2020
Bylaws	BJB Bylaws.pdf	pdf	5efe081ddf8b336bef40b43c	07/02/2020
Secretary of Commonwealth - Certificate of Good Standing	BJB - Baker Attestation.jpeg	jpeg	5f05de53a075ed6c1b90c2be	07/08/2020

No documents uploaded

Massachusetts Business Identification Number: 001355130

Doing-Business-As Name:

DBA Registration City:

BUSINESS PLAN

Business Plan Documentation:

Document Category	Document Name	Type	ID	Upload Date
Plan for Liability Insurance	Blue Jay - Athol - Plan for Obtaining Liability Insurance.pdf	pdf	5ef110581807fa7aabfdb597	06/22/2020
Business Plan	Blue Jay - Business Plan.pdf	pdf	5ef113613bc38b6be8a7b5bd	06/22/2020
Proposed Timeline	BJB - Timeline - RFI 07.08.20.pdf	pdf	5f05debb7375807accfc7470	07/08/2020

OPERATING POLICIES AND PROCEDURES

Policies and Procedures Documentation:

Document Category	Document Name	Type	ID	Upload Date
Dispensing procedures	Blue Jay - Dispensing.pdf	pdf	5ef123fed1a4246bfac26a1a	06/22/2020
Maintaining of financial records	Blue Jay - Financial Records.pdf	pdf	5ef124005a7aee7aa4897bc0	06/22/2020
Inventory procedures	Blue Jay - Inventory.pdf	pdf	5ef124057babe37ab6e4725a	06/22/2020
Personnel policies including background checks	Blue Jay - Personnel.pdf	pdf	5ef124093bc38b6be8a7b5fc	06/22/2020
Plan for obtaining marijuana or marijuana products	Blue Jay - Plan to Obtain Marijuana.pdf	pdf	5ef1240eb0062b7ac1b0bb1c	06/22/2020
Restricting Access to age 21 and older	Blue Jay - Plan to Restrict Access.pdf	pdf	5ef124197375807accfc4ca6	06/22/2020
Prevention of diversion	Blue Jay - Prevention of Diversion.pdf	pdf	5ef1241fbda1197ad793b654	06/22/2020
Qualifications and training	Blue Jay - Qualifications and Training.pdf	pdf	5ef1244edf8b336bef4098cd	06/22/2020
Quality control and testing	Blue Jay - Quality Control and	pdf	5ef1245472a76f6c059973c1	06/22/2020

	Testing.pdf			
Record Keeping procedures	Blue Jay - Recordkeeping.pdf	pdf	5ef12458a075ed6c1b909b64	06/22/2020
Security plan	Blue Jay - Security Plan.pdf	pdf	5ef1247ea075ed6c1b909b6a	06/22/2020
Storage of marijuana	Blue Jay - Storage.pdf	pdf	5ef12482bda1197ad793b65b	06/22/2020
Transportation of marijuana	Blue Jay - Transportation.pdf	pdf	5ef12497b9c15e6c26b8deb6	06/22/2020
Diversity plan	Blue Jay - Diversity Plan.pdf	pdf	5ef4ef3157a0a16c3195e0f2	06/25/2020

MARIJUANA RETAILER SPECIFIC REQUIREMENTS

No documents uploaded

No documents uploaded

ATTESTATIONS

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

I 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

I Agree

Notification: I Understand

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

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

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

ADDITIONAL INFORMATION NOTIFICATION

Notification: I Understand

COMPLIANCE WITH POSITIVE IMPACT PLAN

No records found

COMPLIANCE WITH DIVERSITY PLAN

No records found

HOURS OF OPERATION

Monday From: 10:00 AM Monday To: 8:00 PM

Tuesday From: 10:00 AM Tuesday To: 8:00 PM

Wednesday From: 10:00 AM Wednesday To: 8:00 PM

Thursday From: 10:00 AM Thursday To: 8:00 PM

Friday From: 10:00 AM Friday To: 8:00 PM

Saturday From: 10:00 AM Saturday To: 8:00 PM

Date generated: 12/03/2020

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Sunday From: 12:00 PM

Sunday To: 6:00 PM

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, Charles Hartwell, (*insert name*) attest as an authorized representative of The Blue Jay Botanicals, 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 December 4, 2018 (*insert date*).
2. A copy of a notice of the time, place, and subject matter of the meeting, including the proposed address of the Marijuana Establishment, was published in a newspaper of general circulation in the city or town on November 24, 2018 (*insert date*), which was at least seven calendar days prior to the meeting. A copy of the newspaper notice is attached as Attachment A (*please clearly label the newspaper notice in the upper right hand corner as Attachment A and upload it as part of this document*).
3. A copy of the meeting notice was also filed on November 26, 2018 (*insert date*) with the city or town clerk, the planning board, the contracting authority for the municipality, and local licensing authority for the adult use of marijuana, if applicable. A copy of the municipal notice is attached as Attachment B (*please clearly label the municipal notice in the upper right-hand corner as Attachment B and upload it as part of this document*).
4. Notice of the time, place and subject matter of the meeting, including the proposed address of the Marijuana Establishment, was mailed on November 26, 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.

Athol Daily News

Classified Advertising

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e-mail us at classified@atholdailynews.com

REAL ESTATE FOR RENT

Apartments Unfurnished

GARDNER— Sunny one bedroom. Small porch. One pet OK. Great location. 617-818-2969.

Houses

ORANGE— 3 bedroom. Fully renovated. Back deck, lots of room, high ceilings. \$1,300/ mo. First, last, security. 617-721-6423.

Real Estate Auctions

MORTGAGEE'S SALE OF REAL ESTATE AT PUBLIC AUCTION

Monday, November 26, 2018

2:00 PM-ORANGE

154 Memory Lane

sgl fam, 960 sf liv area, 1.05 ac lot, 5 rm, 3 bdrm, 1 bth, Franklin: Bk 5505, Pg 46

3:00 PM-ATHOL

221 Harvard Avenue

sgl fam, 996 sf liv area, 0.22 ac lot, 6 rm, 3 bdrm, 1 bth, Worcester(Worc): Bk 41589, Pg 110

4:00 PM-ATHOL

51 Pierce Street

sgl fam, 2,154 sf liv area, 0.36 ac lot, 7 rm, 5 bdrm, 2 bth, Worcester(Worc): Bk 44667, Pg 253

REAL ESTATE FOR RENT

Rooms

ATHOL—All utilities included. Share bath & kitchen. Background check, starting \$450- \$625 monthly. 978-943-6208 or 978-503-8647.

REAL ESTATE FOR RENT

Storage Space Rent

REGAL STORAGE CENTERS LLC
Self Storage Units — Moving boxes
32 Brown St., Athol
978-249-2600

For Home Delivery
Call

978-249-3537



Athol Daily News



Apartments Unfurnished

FOR RENT Quabbin Estates

41 Church Lane, Wheelwright, MA 01094
NOW ACCEPTING APPLICATIONS
The apartment features - w/w carpeting, kitchen, appliances, maintenance coverage, laundry facilities.
We specialize in Senior Housing and "Barrier Free" accessible units. Rent \$698/mo. or 30% of income, whichever

Full Time

FULL TIME DRIVER CDL Hazmat/Tanker/Air Brakes

(Orange/Athol/Greenfield area)

\$1,500 Sign On Bonus

Full time permanent position. Medical, dental, prescription, paid time off and holidays. Must be hard working, self-motivated and have a good attitude.

Must pass drug test, medical exam and back screening.

Contact Steven Poirier at 978-544-3524 or apply online at amerigas.com

AmeriGas

America's Propane Company

158 Gov. Dukakis Dr. Orange, MA

NE-252967

Legals

LEGAL NOTICE

NOTICE OF COMMUNITY OUTREACH MEETING THE BLUE JAY BOTANICALS, INC.

Notice is hereby given that **The Blue Jay Botanicals, Inc.** will hold a **Community Outreach Meeting on December 4, 2018** at Liberty Hall of Athol Town Hall, 584 Main Street, Athol, MA 01331 at 5:00 PM to discuss the proposed siting of an Adult Use Marijuana Retail Establishment at 22 Chestnut Hill Avenue, Athol in accordance with M.G.L. ch. 94G and the Massachusetts Cannabis Control Commission's regulations at 935 CMR 500.000 et seq.

Topics to be discussed at the meeting will include, but not be limited to:

1. The type(s) of Adult-Use Marijuana Establishment(s) to be located at the proposed address;
2. Plans for maintaining a secure facility;
3. Plans to prevent diversion to minors;
4. Plans to positively impact the community; and
5. Plans to ensure the establishment will not constitute a nuisance to the community.

Legals

LEGAL NOTICE TOWN OF PHILLIPSTON CONSERVATION COMMISSION PUBLIC HEARING

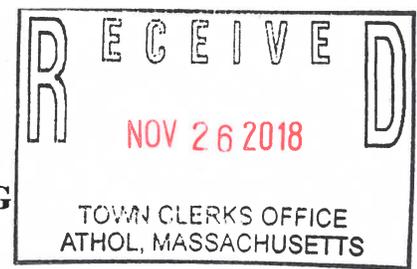
The Phillipston Conservation Commission will conduct a public hearing on **Tuesday, November 27 at 7:00 p.m.** at the Phillipston Annex, 15 Templeton Street, Phillipston, MA 01331 on the Abbraccio of Resource Designation for 681 Williamsville Road. Interested persons are invited to attend and comment. The meeting room is wheelchair accessible.

By: Terrence Poirier
November 24, 2018

Legals

LEGAL NOTICE TOWN OF NEW BRITAIN TAX CLASSIFICATION

Pursuant to Section 86C of the State Statutes, the Town of New Britain will hold a public hearing on the issue of allocating local tax levy among commercial, residential, and open space property. The public is invited to express their views on the proposed classification of property. The hearing will be held on **Monday, November 26, 2018 at 7:00 P.M. on Monday, November 26, 2018 at 7:00 P.M.**



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4. Plans to positively impact the community; and
5. Plans to ensure the establishment will not constitute a nuisance to the community.

Interested members of the community are encouraged to ask questions and receive answers from company representatives about the proposed facility and operations.

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Wale Verdala
Athol Health Agent

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 **RECEIVED**
12-26-2018
Clo
Athol
Planning
Board

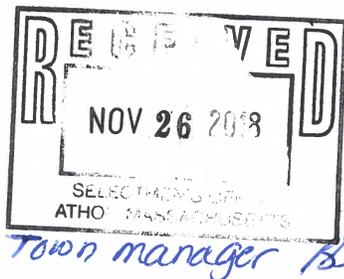
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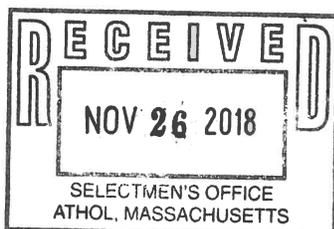
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**NOTICE OF COMMUNITY OUTREACH MEETING
THE BLUE JAY BOTANICALS, INC.**

Notice is hereby given that The Blue Jay Botanicals, Inc. will hold a Community Outreach Meeting on **December 4, 2018** at Liberty Hall of Athol Town Hall, 584 Main Street, Athol, MA 01331 at 5:00 PM to discuss the proposed siting of an Adult Use Marijuana Retail Establishment at 22 Chestnut Hill Avenue, Athol in accordance with M.G.L. ch. 94G and the Massachusetts Cannabis Control Commission's regulations at 935 CMR 500.000 *et seq.*

Topics to be discussed at the meeting will include, but not be limited to:

1. The type(s) of Adult-Use Marijuana Establishment(s) to be located at the proposed address;
2. Plans for maintaining a secure facility;
3. Plans to prevent diversion to minors;
4. Plans to positively impact the community; and
5. Plans to ensure the establishment will not constitute a nuisance to the community.

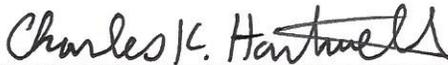
Interested members of the community are encouraged to ask questions and receive answers from company representatives about the proposed facility and operations.

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, Charles K. Hartwell, (*insert name*) certify as an authorized representative of The Blue Jay Botanicals, Inc. (*insert name of applicant*) that the applicant has executed a host community agreement with the Town of Athol (*insert name of host community*) pursuant to G.L.c. 94G § 3(d) on January 3, 2019 (*insert date*).



Signature of Authorized Representative of Applicant

Host Community

I, Shaun A. Suhoski, (*insert name*) certify that I am the contracting authority or have been duly authorized by the contracting authority for the Town of Athol (*insert name of host community*) to certify that the applicant and the Town of Athol (*insert name of host community*) has executed a host community agreement pursuant to G.L.c. 94G § 3(d) on January 3, 2019 (*insert date*).



Signature of Contracting Authority or
Authorized Representative of Host Community
By: Shaun A. Suhoski, Town Manager

Plan to Remain Compliant with Local Zoning

The Blue Jay Botanicals, Inc. (“Blue Jay”) will remain compliant at all times with the local zoning requirements set forth in the Athol’s Zoning Bylaw. In accordance with Zoning Bylaw Section 3.29 Blue Jay’s proposed Retail Marijuana Establishment (“RME”) is located in the General Commercial (“G”) Zoning District designated for such a use by Special Permit from the Board of Planning and Community Development (“BPCD”).

In compliance with 935 CMR 500.110(3), the property is not located within 500 feet of an existing public or private school providing education to children in kindergarten or grades 1 through 12. Furthermore, pursuant to Athol Zoning Bylaw Section 3.29.3.1, the proposed property shall not be located within five hundred feet of a structure used as a preschool with outdoor play areas that is licensed with the Massachusetts Department of Early Education and Care or within two-hundred and fifty feet of the Alan E Rich Environmental Park, Fish Park, Lake Ellis Park, Lake Park, Millers River Park, Silver Lake Park, or Uptown Common.

Blue Jay has already been granted a special permit from the BPCD and will apply for any other local permits required to operate a at the proposed location. The special permit will lapse if not utilized within two years. Blue Jay will comply with all conditions and standards set forth in any local permit required to operate a RME at Blue Jay’s proposed location, including a Certificate of Occupancy.

Blue Jay has also retained the law firm Vicente Sederberg LLP to assist with ongoing compliance with local zoning requirements.

PLAN TO POSITIVELY IMPACT AREAS OF DISPROPORTIONATE IMPACT

The Blue Jay Botanicals, Inc.'s ("Blue Jay") majority owner is a Cannabis Control Commission certified Economic Empowerment Applicant. The company is committed to use its position as an industry leader to build sustainable pathways into the cannabis industry for individuals and communities that have been disproportionately harmed by cannabis prohibition.

Marijuana businesses have an obligation to the health and well-being of their customers as well as the communities that have had historically high rates of arrest, conviction, and incarceration related to marijuana crimes. It is Blue Jay's intention to be a contributing, positive force in areas of disproportionate impact and to assist in changing the perception of those associated with marijuana use.

Goals

Blue Jay will provide mentoring, professional, and technical services for individuals and businesses facing systemic barriers by hosting four CORI sealing clinics in geographic Commission-designated Areas of Disproportionate Impact that help ten people each.

CORI Rights Series

Blue Jay will host four (4) CORI sealing clinics annually in geographic areas of disproportionate impact with an emphasis in designated Census tracts in Boston and in the City of Greenfield. The trainings will assist individuals in areas of disproportionate impact with retrieving copies of their CORI reports and administratively sealing the reports when eligible.

Seminars will be publicized within local newspapers such as the Hampshire Gazette and Dorchester Reporter; distributed at local career agencies, criminal justice areas and community centers; and circulated to marijuana advocacy organizations.

Plan Administration + Measurement

The Chief Engagement Officer will administer the Plan to Positively Impact Areas of Disproportionate Impact (the "Plan"), relying on Blue Jay's legal representation to assist as required for more complex cases.

At the end of each year, Blue Jay will compile its reports tracking both the qualitative and quantitative measures that demonstrate the progress or success of the plan. Metrics will have an identified data source. Metrics that will be utilized include:

1. The number of events held annually (at least 4);
2. Locations of CORI sealing clinics (Boston and Greenfield);
3. Number of participants that attended the clinics (at least ten per clinic); and
4. Assessments from program attendees as to how helpful the trainings were.

Blue Jay's executive management team will measure the impact of its programming on an annual basis upon Provisional License renewal.

Disclosures

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

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



**The Commonwealth of Massachusetts
William Francis Galvin**

Minimum Fee: \$250.00

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

[Special Filing Instructions](#)

Articles of Organization

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

Identification Number: 001355130

ARTICLE I

The exact name of the corporation is:

THE BLUE JAY BOTANICALS, INC.

ARTICLE II

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

ARTICLE III

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

Class of Stock	Par Value Per Share Enter 0 if no Par	Total Authorized by Articles of Organization or Amendments		Total Issued and Outstanding Num of Shares
		Num of Shares	Total Par Value	
CWP	\$0.00100	200,000	\$200.00	200,000

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

ARTICLE IV

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

ARTICLE V

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

ARTICLE VI

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

A. LIMITATION OF DIRECTOR LIABILITY. EXCEPT AS REQUIRED BY APPLICABLE LAW, NO DIRECTOR OF THE CORPORATION SHALL HAVE ANY PERSONAL LIABILITY TO THE CORPORATION OR ITS STOCKHOLDERS FOR MONETARY DAMAGES FOR BREACH OF FIDUCIARY DUTY AS A DIRECTOR. THE PRECEDING SENTENCE SHALL NOT ELIMINATE OR LIMIT THE LIABILITY OF A DIRECTOR FOR ANY ACT OR OMISSION OCCURRING PRIOR TO THE DATE UPON WHICH SUCH PROVISION BECOMES EFFECTIVE. B. INDEMNIFICATION. THE CORPORATION SHALL, TO THE EXTENT PERMITTED BY G.L.C. 156D, INDEMNIFY ALL PERSONS WHO HAVE SERVED OR MAY SERVE AT ANY TIME AS OFFICERS OR DIRECTORS OF THE CORPORATION AND THEIR HEIRS, EXECUTORS, ADMINISTRATORS, SUCCESSORS, AND ASSIGNS, FROM AND AGAINST ANY AND ALL LOSS AND EXPENSE, INCLUDING AMOUNTS PAID IN SETTLEMENT BEFORE OR AFTER SUIT IS COMMENCED, AND REASONABLE ATTORNEY'S FEES, ACTUALLY AND NECESSARILY INCURRED AS A RESULT OF ANY CLAIM, DEMAND, ACTION, PROCEEDING, OR JUDGMENT THAT MAY HAVE BEEN ASSERTED AGAINST ANY SUCH PERSONS, OR IN WHICH THESE PERSONS ARE MADE PARTIES BY REASON OF THEIR BEING OR HAVING BEEN OFFICERS OR DIRECTORS OF THE CORPORATION. THIS RIGHT OF INDEMNIFICATION SHALL NOT EXIST IN RELATION TO MATTERS AS TO WHICH IT IS ADJUDGED IN ANY ACTION, SUIT OR PROCEEDING THAT THESE PERSONS ARE LIABLE FOR NEGLIGENCE OR MISCONDUCT IN THE PERFORMANCE OF DUTY. THE INDEMNIFICATION RIGHTS PROVIDED HEREIN (I) SHALL NOT BE DEEMED EXCLUSIVE OF ANY OTHER RIGHTS TO WHICH THOSE INDEMNIFIED MAY BE ENTITLED UNDER ANY LAW, AGREEMENT, VOTE OF SHAREHOLDERS OR OTHERWISE; AND (II) SHALL INURE TO THE BENEFIT OF THE HEIRS, EXECUTORS AND ADMINISTRATORS OF SUCH PERSONS ENTITLED TO INDEMNIFICATION. THE CORPORATION MAY, TO THE EXTENT AUTHORIZED FROM TIME TO TIME BY THE BOARD OF DIRECTORS, GRANT INDEMNIFICATION RIGHTS TO OTHER EMPLOYEES OR AGENTS OF THE CORPORATION OR OTHER PERSONS SERVING THE CORPORATION AND SUCH RIGHTS MAY BE EQUIVALENT TO, OR GREATER OR LESS THAN, THOSE SET FORTH HEREIN. C. PARTNERSHIP. THE CORPORATION MAY BE A PARTNER TO THE MAXIMUM EXTENT PERMITTED BY LAW. D. MINIMUM NUMBER OF DIRECTORS. THE BOARD OF DIRECTORS MAY CONSIST OF ONE OR MORE INDIVIDUALS, NOTWITHSTANDING THE NUMBER OF SHAREHOLDERS. 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 SHAREHOLDERS' 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. 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 IN CHAPTER 156D OF THE GENERAL LAWS OF MASSACHUSETTS, THE ARTICLES OF ORGANIZATION OR THE BYLAWS REQUIRES ACTION BY THE SHAREHOLDERS.

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

ARTICLE VII

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

Later Effective Date: Time:

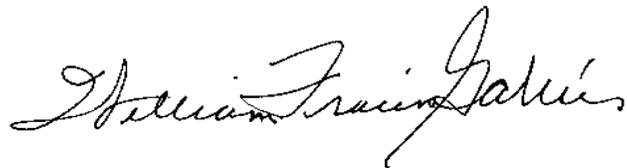
ARTICLE VIII

THE COMMONWEALTH OF MASSACHUSETTS

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

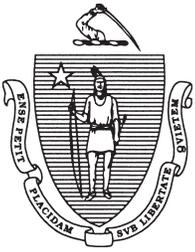
deemed to have been filed with me on:

November 15, 2018 12:15 PM

A handwritten signature in cursive script that reads "William Francis Galvin". The signature is written in black ink and is centered on the page.

WILLIAM FRANCIS GALVIN

Secretary of the Commonwealth



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

William Francis Galvin
Secretary of the
Commonwealth

Date: January 03, 2019

To Whom It May Concern :

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

THE BLUE JAY BOTANICALS, INC.

is a domestic corporation organized on **November 15, 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

Certificate Number: 19010047460

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

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FAX 617.660.0221



The Commonwealth of Massachusetts

Department of Revenue

CHRISTOPHER HARDING
COMMISSIONER

To: Becca

From: Shannon, Cheryl A. (DOR)

Fax: 6175140008

Date: 1/31/2019 12:36:36 PM

Phone:

Pages: 2

Re:

CC:

STATEMENT OF CONFIDENTIALITY

THE DOCUMENTS TRANSMITTED BY THIS FACSIMILE CONTAIN INFORMATION FROM THE COMMONWEALTH OF MASSACHUSETTS, DEPARTMENT OF REVENUE AND MAY CONTAIN CONFIDENTIAL AND PRIVILEGED INFORMATION. THIS INFORMATION IS INTENDED FOR THE USE OF THE ADDRESSEE NAMED ON THE TRANSMITTAL SHEET. IF YOU ARE NOT THE ADDRESSEE, ANY DISCLOSURE, PHOTOCOPYING, DISTRIBUTION OR USE OF ITS CONTENTS IS PROHIBITED.



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

mass.gov/dor

Letter ID: L0395319680
Notice Date: January 31, 2019
Case ID: 0-000-689-230



CERTIFICATE OF GOOD STANDING AND/OR TAX COMPLIANCE



THE BLUE JAY BOTANICALS, INC.
37 W 57TH ST FL 10
NEW YORK NY 10019-3411

Why did I receive this notice?

The Commissioner of Revenue certifies that, as of the date of this certificate, THE BLUE JAY BOTANICALS, 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) 887-6367 or toll-free in Massachusetts at (800) 392-6089, Monday through Friday, 8:30 a.m. to 4:30 p.m..

Visit us online!

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

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

Edward W. Coyle, Jr., Chief
Collections Bureau

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

Signed under the pains and penalties of perjury, I, Jonathan Tucker, an authorized representative of The Blue Jay Botanicals, Inc. certify that The Blue Jay Botanicals, Inc. does not currently have employees and is therefore unable to register with the Massachusetts Department of Unemployment Assistance to obtain a Certificate of Good Standing or Compliance.

A handwritten signature in black ink, appearing to be 'JT', written over a horizontal line.

4/23/2020
Date

Name: Jonathan Tucker

Entity: The Blue Jay Botanicals, Inc.

BYLAWS OF THE BLUE JAY BOTANICALS, INC.

ARTICLE I GENERAL

Section 1.01 Name and Purposes. The name of the corporation is **THE BLUE JAY BOTANICALS, INC.** (the “Company”). The purpose of the Company shall be as set forth in the Company’s Articles of Organization as adopted and filed with the Office of the Secretary of the Commonwealth of Massachusetts (as now in effect or as hereafter amended or restated from time to time, the “Articles of Organization”) pursuant to Chapter 156D of the Massachusetts General Laws, as now in effect and as hereafter amended, or the corresponding provision(s) of any future Massachusetts General Law (“Chapter 156D”).

Section 1.02 Articles of Organization. These Bylaws (these “Bylaws”), the powers of the Company and of the holders of the Company’s capital stock (each such holder a “Shareholder” and collectively, the “Shareholders”) and of the Company’s Board of Directors (the “Board”; each such member comprising the Board, a “Director”), and all matters concerning the conduct and regulation of the business of the Company, shall be subject to the provisions in regard thereto that may be set forth in the Articles of Organization. In the event of any conflict or inconsistency between the Articles of Organization and these Bylaws, the Articles of Organization shall control.

Section 1.03 Corporate Seal. The Board may adopt and alter the seal of the Company. The seal of the Company, if any, shall, subject to alteration by the Board, bear the Company’s name, the word “Massachusetts,” and the year of the Company’s incorporation.

Section 1.04 Fiscal Year. The fiscal year of the Company shall commence on the first (1st) day of January and end on the following thirty-first (31st) day of December of each year, unless otherwise determined by the Board.

Section 1.05 Location of Principal Office. The principal office of the Company shall be located at such place within the Commonwealth of Massachusetts as shall be fixed from time-to-time by the Board, and if no place is fixed by the Board, such place as shall be fixed by the President of the Company.

ARTICLE II SHAREHOLDERS

Section 2.01 Place of Meeting. Meetings of the Shareholders shall be held at any place within or without the Commonwealth of Massachusetts that may be designated by the Board. Absent such designation, meetings of the Shareholders shall be held at the Company’s principal office. The Board may, in its discretion, determine that a meeting of the Shareholders may be held solely by means of remote electronic communication. If authorized by the Board, and subject to any guidelines and procedures adopted by the Board, Shareholders not physically present at a meeting of the Shareholders may participate in a meeting of the Shareholders by means of electronic transmission by and to the Company or electronic video screen communication; such Shareholders may be considered present in person and may vote at a meeting of the Shareholders whether such meeting is held at a designated place or held solely by means of electronic

transmission by and to the Company or electronic video screen communication, subject to the conditions imposed by applicable law.

Section 2.02 Annual Meeting. The annual meeting of the Shareholders shall be held on such date and at such time as may be designated from time to time by the Board. At the annual meeting, Directors shall be elected, and any other business may be transacted that is within the power of the Shareholders and allowed by law; *provided, however*, that unless the notice of meeting, or the waiver of notice of such meeting, sets forth the general nature of any proposal to (i) approve or ratify a contract or transaction with a Director or with a corporation, firm, or association in which a Director has an interest, (ii) amend the Articles of Organization of the Company, (iii) approve a reorganization or merger involving the Company, (iv) elect to wind up and dissolve the Company, or (v) effect a plan of distribution upon liquidation otherwise than in accordance with the liquidation preferences of outstanding shares with liquidation preferences, no such proposal may be approved at an annual meeting.

Section 2.03 Special Meetings. Special meetings of the Shareholders, for any purpose whatsoever, may be called at any time by the Company's President, Board, or by Shareholders entitled to cast not less than ten percent (10%) of the Company's voting power. Any person entitled to call a special meeting of the Shareholders (other than the Board) may make a written request to the chairperson of the Board (if any), the Company's President, a Vice President of the Company (if any), or the Company's Secretary, specifying the general purpose of such meeting and the date, time, and place of the meeting, which date shall be not less than fifteen (15) days nor more than sixty (60) days after the receipt by such officer of the request. Within twenty (20) days after receipt of the request, the officer receiving such request forthwith shall cause notice to be given to the Shareholders entitled to vote at such meeting, stating that a meeting will be held on the date and at the time and place requested by the person or persons requesting a meeting and stating the general purpose of the meeting. If such notice is not given twenty (20) days after receipt by the officer of the request, the person or persons requesting the meeting may give such notice. No business shall be transacted at a special meeting unless its general nature shall have been specified in the notice of such meeting; *provided, however*, that any business may be validly transacted if the requirements for such validity, as provided in Section 2.10 of these Bylaws, are met.

Section 2.04 Shareholder Nominations and Proposals. For business (including, but not limited to Director nominations) to be properly brought before an annual or special meeting by a Shareholder, a Shareholder or Shareholders of record intending to propose the business (the "Proposing Shareholder") must have given written notice of the Proposing Shareholder's nomination or proposal, either by personal delivery or by the United States mail to the Secretary of the Company. In the case of an annual meeting, the Proposing Shareholder must give such notice to the Secretary of the Company no earlier than one hundred and twenty (120) calendar days and no later than ninety (90) calendar days before the date such annual meeting is to be held. If the current year's meeting is called for a date that is not within thirty (30) days of the anniversary of the previous year's annual meeting, notice must be received not later than ten (10) calendar days following the day on which public announcement of the date of the annual meeting is first made.

In no event will an adjournment or postponement of an annual meeting of the Shareholders begin a new time period for giving a Proposing Shareholder's notice as provided above.

For business to be properly brought before a special meeting of the Shareholders, the notice of meeting sent by or at the direction of the person calling the meeting must set forth the nature of the business to be considered. A Shareholder or Shareholders who have made a written request for a special meeting pursuant to Section 2.03 may provide the information required for notice of a Shareholder proposal under this Section 2.04 simultaneously with the written request for the meeting submitted to the Secretary of the Company within ten (10) calendar days after delivery of the written request for the meeting to the Secretary.

A Proposing Shareholder's notice shall include as to each matter the Proposing Shareholder proposes to bring before either an annual or special meeting:

- (a) the name(s) and address(es) of the Proposing Shareholder(s);
- (b) the classes and number of shares of capital stock of the Company held by the Proposing Shareholder; and
- (c) if the notice regards the nomination of a candidate for election as Director:
 - (i) the name, age, business, and residence address of the candidate;
 - (ii) the principal occupation or employment of the candidate; and
 - (iii) the class and number of shares of the Company beneficially owned by the candidate.
- (d) If the notice is in regard to a proposal other than a nomination of a candidate for election as Director, a brief description of the business desired to be brought before the meeting and the material interest of the Proposing Shareholder of such proposal.

Section 2.05 Notice of Meeting of the Shareholders. Except as otherwise provided by law, written notice stating the place, day, and hour of the meeting, and, in the case of a special meeting, the nature of the business to be transacted at the meeting, shall be given at least ten (10) days and not more than sixty (60) days before the meeting. In the case of an annual meeting, notice will include matters the Board intends, at the time of the giving of the first of such notices, to present to the Shareholders for action, and in the case of a meeting at which Directors are to be elected, the names of nominees that the Board, at the time of the giving of the first of such notices, intends to present to the Shareholders for election. Proof that notice was given shall be made by affidavit of any of the Secretary of the Company, Assistant Secretary of the Company, transfer agent of the Company, or Director, or of the person acting under the direction of any of the foregoing who gives such notice, and such proof of notice shall be made part of the minutes of the meeting. Such affidavit shall be prima facie evidence of the giving of such notice. It shall not be necessary to state in a notice of any meeting of the Shareholders as a purpose thereof any matter relating to the procedural aspects of the conduct of such meeting.

Notice shall be given personally, by electronic transmission or by mail, by or at the direction of the Secretary of the Company, or the officer or person calling the meeting, to each Shareholder entitled to vote at the meeting. If remote participation in the meeting has been authorized by the Board, the notice shall also provided a description of the means of any electronic transmission by and to the Company or electronic video screen communication by which Shareholders may be considered present and may vote and otherwise participate at the meeting.

If mailed, the notice shall be deemed to be given when deposited in the United States mail addressed to a Shareholder at such Shareholder's address as it appears on the share transfer records of the Company, with postage thereon prepaid. Notice may be given to the Shareholders by electronic transmission. Notice by electronic transmission is deemed given with the notice satisfies any of the following requirements:

- (a) transmitted to a facsimile number provided by a Shareholder for the purpose of receiving notice;
- (b) transmitted to an electronic mail address provided by a Shareholder for the purposes of receiving notice;
- (c) posted on an electronic network, with a separate notice sent to a Shareholder at the address provided by such Shareholder for the purpose of alerting such Shareholder of a posting; or
- (d) communicated to a Shareholder by any other form of electronic transmission consented to by such Shareholder.

Notice shall be given by electronic transmission to a Shareholder after either (i) the Company is unable to deliver two (2) consecutive notices to such Shareholder by such means, or (ii) the inability to deliver such notices to such Shareholder becomes known to any person responsible for giving such notices. Any person entitled to notice of a meeting may file a written waiver of notice with the Secretary of the Company either before or after the time of the meeting. The participation or attendance at a meeting of a person entitled to notice constitutes waiver of notice, except where the person objects at the beginning of the meeting to the lawfulness of the convening of the meeting, and except that attendance is not a waiver of any right to object to conducting business at a meeting that is required to be included in the notice of the meeting, but not so included.

Section 2.06 Fixing the Record Date. For the purpose of determining Shareholders entitled to notice of or to vote at any meeting of the Shareholders or any adjournment thereof, the record date shall be the date specified by the Board in the notice of the meeting. If no date is specified by the Board, the record date shall be the close of business on the day before the notice of the meeting is mailed to the Shareholders. If no notice is sent, the record date shall be the date set by the law applying to the type of action to be taken for which a record date must be set.

In the case of action by written consent of the Shareholders without a meeting, the record date shall be (a) the date fixed by the Board or (b) the date that the first Shareholder signs the written consent if not date has been fixed by the Board.

A record date fixed under this Section 2.06 may not be more than seventy (70) days before the meeting or action requiring a determination of the Shareholders. A determination of the Shareholders entitled to notice of or to vote at a meeting of the Shareholders is effective for any adjournment of the meeting unless the Board fixes a new record date.

Section 2.07 Quorum of and Action by the Shareholders. A quorum shall be present for action on any matter at a meeting of the Shareholders if a majority of the votes entitled to be cast on the matter by a voting group is represented at the meeting in person or by proxy. A voting group includes all shares of one (1) or more classes or series that are entitled, by law or the Articles of Organization, to vote and to be vaunted together collectively on a matter at a meeting of the Shareholders.

Once a quorum for a voting group has been established at a meeting, Shareholders in that voting group represented in person or by proxy at the meeting are deemed present for quorum purposes for the remainder of the meeting and for any adjournment unless:

- (a) a Shareholder attends the meeting solely to object to defective notice or the conduct of the meeting on other grounds and does not vote the shares or take any other action at the meeting; or
- (b) the meeting is adjourned and a new record date is set for the adjourned meeting.

Shareholders in a voting group represented in person or by proxy at a meeting of the Shareholders, even if not comprising a quorum, may adjourn the meeting as to the voting group until a time and place as may be determined by a vote of the holders of a majority of the shares of the voting group represented in person or by proxy at that meeting. If the meeting is adjourned for more than one hundred and twenty (120) days after the date fixed for the original meeting, a new record date must be fixed by the Board; notice of the meeting must be given to the Shareholders who are members of the voting group as of the new record date, and a new quorum for the meeting must be established.

Section 2.08 Conduct of Meetings. The Board may adopt by resolution rules and regulations for the conduct of meetings of the Shareholders as the Board shall deem appropriate. At every meeting of the Shareholders, the President of the Company, or in his or her absence or inability to act, a Director or officer designated by the Board, shall serve as the presiding officer. The Secretary of the Company, in his or her absence or inability to act, the person whom the presiding officer of the meeting shall appoint secretary of the meeting, shall act as secretary of the meeting and keep the minutes thereof.

The presiding officer shall determine the order of business and, in the absence of a rule adopted by the Board, shall establish rules for the conduct of the meeting. The presiding officer shall announce the close of the polls for each matter voted upon at the meeting, after which no ballots, proxies, votes, changes, or revocations will be accepted. Polls for all matters before the meeting will be deemed to be closed upon final adjournment of the meeting.

Section 2.09 Voting of Shares. Unless otherwise provided by law or in the Articles of Organization, each Shareholder entitled to vote is entitled to one (1) vote for each share of capital stock held by such Shareholder. Any holder of shares entitled to vote on any matter may vote part of such shares in favor of the proposal and refrain from voting the remaining shares or vote them against the proposal. If a Shareholder fails to specify the number of shares such Shareholder is voting affirmatively, it will be conclusively presumed that such Shareholder's approving vote is with respect to all shares such Shareholder is entitled to vote.

Section 2.10 Consent of Absentees. The transactions of any meeting of the Shareholders, however called or noticed, are as valid as though had at a meeting duly held after regular call and notice, if a quorum is present either in person or by proxy, and if, either before of after the meeting, each of the persons entitled to vote, not present in person or by proxy, signs a written waiver of notice, or a consent to the holding of such meeting, or an approval of the minutes thereof. The waiver notice or consent need not specify the business transacted or purpose of the meeting, except as required by Chapter 156D. All such waivers, consents, or approvals shall be filed with the corporate records or made a part of the minutes of the meeting.

Section 2.11 Voting by Proxy or Nominee. Every person entitled to vote or execute consents may do so either in person or by one (1) or more agents authorized by a written proxy executed by the person or such person's duly authorized agent and filed with the Secretary of the Company. A proxy is not valid after the expiration of eleven (11) months from the date of such proxy's execution, unless the person executing such proxy specifies therein the length of time for which such proxy is to continue in force. Except as set forth below, any proxy duly executed is not revoked, and continues in full force and effect, until an instrument revoking it, or a duly executed proxy bearing a later date executed by the person executing the prior proxy and presented to the meeting, is filed with the Secretary of the Company, or unless the person giving the proxy attends the meeting and votes in person, or unless written notice of the death or incapacity of the person executing the proxy is received by the Company before the vote by such proxy is counted. A proxy that states on its face that such proxy is irrevocable will be irrevocable for the period of time specified in the proxy, if held by a person (or nominee of a person) specified by law to have sufficient interest to make such proxy irrevocable and only so long as he shall have such interest, subject to Chapter 156D, § 7.22.

Section 2.12 Action by Shareholders Without a Meeting. Any action that, under any provision of Chapter 156D may be taken at a meeting of the Shareholders, may be taken without a meeting and without prior notice if a consent in writing, setting forth the action so taken, shall be signed by the holders of the outstanding shares having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all shares are entitled to vote thereon were present and voted; *provided, however*, that unless the consents of all Shareholders entitled to vote have been solicited in writing, notice shall be given (in the same manner as notice of meetings is to be given, and within the time limits prescribed by law) of such action to all Shareholders entitled to vote who did not consent in writing to such action; *and provided, further*, that Directors may be elected by written consent only if such consent is unanimously given by all Shareholders entitled to vote, except that action taken by Shareholders

to fill one (1) or more vacancies on the Board other than a vacancy created by the removal of a Director, may be taken by written consent of a majority of the outstanding shares entitled to vote.

Section 2.13 Automatic Divestiture. If, during any time while the Company holds a local or state cannabis business license, any of the following occur to a Shareholder or to a member of an entity that is a Shareholder of the Company, all interests of such Shareholder (the “Affected Shareholder”) will automatically and immediately terminate, and the Affected Shareholder will cease to be a Shareholder of the Company:

(a) The Affected Shareholder is charged with or convicted of any criminal offense, if a conviction of the offense in question would, pursuant to the applicable laws and regulations, disqualify the Affected Shareholder from having an ownership interest in a cannabis business; *provided, however*, where an Affected Shareholder is only charged with a criminal offense and not convicted, and where the applicable cannabis regulatory body and any other local or state licensing authority upon request have agreed to defer pursuing any action against the Company’s cannabis business license(s) based on such charges, or where any such actions of the applicable cannabis regulatory body and local licensing authorities are subject to a stay order, then the Affected Shareholder’s shares shall not be subject to divestiture under this Section 2.13.

(b) The Affected Shareholder, or any entity that the Affected Shareholder owns or controls, incurs a revocation of any cannabis business license, and it is determined by the Board that such revocation has a material adverse effect upon the issuance or continued good standing of the cannabis business license(s) of the Company or any subsidiary of the Company.

(c) The applicable cannabis regulatory body or local licensing authority issues a formal recommendation stating that the Affected Shareholder is unfit to have an ownership or economic interest in a cannabis business.

(d) The applicable cannabis regulatory body or local licensing authority issues a formal recommendation against the issuance to the Company, or any subsidiary of the Company, of a cannabis business license or revokes a cannabis business license, which recommendation or revocation cites the participation of the Affected Shareholder as a material factor in the decision, or the applicable cannabis regulatory body or local licensing authority conditions the issuance of a cannabis business license on the Company removing the Affected Shareholder from the Company.

(e) The applicable cannabis regulatory body or local licensing authority advises the Company, in writing, or it is otherwise determined by court order, that a decision on the Company’s cannabis business license is being delayed by at least one (1) year following the filing of the Company’s application for a cannabis business license, and the Company is advised before or after said date that the sole reason for such delay is the participation of or concerns about the Affected Shareholder.

(f) The Affected Shareholder demonstrates a repeated failure to attend meetings with the applicable cannabis regulatory body or any local licensing authority as required for the Company to conduct its business. As used herein, “repeated failure to attend” shall be demonstrated by failure to attend any meeting without good cause, or any two (2) meetings with any licensing authority.

(g) The Affected Shareholder fails to provide information to the applicable cannabis regulatory body which is requested by or required by the applicable cannabis regulatory body.

(h) If the Affected Shareholder is a partnership or other business entity and not a natural person, a member of the Affected Shareholder is disqualified from obtaining an ownership interest in a licensed cannabis business by final written determination of the applicable cannabis regulatory body, unless such member is divested from the Affected Shareholder in a timely manner.

Section 2.14 Redemption of Shares Following Automatic Divestiture.

(a) The Company shall continue in existence notwithstanding the automatic termination and divestiture of any Affected Shareholder pursuant to Section 2.13 above. Notwithstanding any provision of these Bylaws to the contrary, if the Affected Shareholder is a corporate entity and the occurrence of any of the events enumerated in Section 2.13 above is due to a member, shareholder, manager, director, or officer of the Affected Shareholder, the Affected Shareholder shall have an option to reclaim its shares and shall be restored to its ownership position before the divestiture events occurred if the Board, a court of law, or the applicable cannabis regulatory body provides a written assurance or order that Affected Shareholder has removed the member, shareholder, manager, director, or officer that caused any of the events enumerated in Section 2.13 above, pursuant to the terms of the Affected Shareholder’s governing documents.

(b) The Company shall be liable for the terminated ownership interest of the Affected Shareholder as follows:

(i) The Company and the Affected Shareholder shall determine the fair market value of the Affected Shareholder’s shares by a mutually agreed upon third-party appraisal.

(ii) If the Company and the Affected Shareholder cannot agree on a third-party appraisal, they shall both individually choose and pay for their own appraisal and the differences, if any, between the two (2) valuations of the Affected Shareholder’s shares shall be averaged and used for calculating the Payoff Note (as such term is defined hereunder).

(iii) Once the value of the Affected Shareholder’s shares is determined in relation to the Company’s fair market value, the Company shall deliver a note (the “Payoff Note”) to the Affected Shareholder for fifty percent (50%) of the fair market value of the Affected Shareholder’s shares. The Payoff Note may be

payable over a five (5) year period and may bear interest at a rate equal to the prime rate of interest as announced from time-to-time by the Wall Street Journal or may be discounted (using the same rate) to present value if an earlier payoff is required under the applicable laws and regulations. The terms of the Payoff Note may include equal monthly payments and shall be reasonable and customary for a transaction of this type. The Company may sell the Affected Shareholder's shares, in accordance with the terms of these Bylaws, to finance the Payoff Note or for any other lawful reason.

ARTICLE III DIRECTORS

Section 3.01 Powers; Number; Qualification. All corporate power shall be exercised by or under the authority of, and the business and affairs of the Company shall be managed under the direction of, the Board, except such powers expressly conferred upon or reserved to the Shareholders, and subject to any limitations set forth by law, the Articles of Organization, or these Bylaws. The authorized number of Directors of the Company shall be not less than one (1) and not more than nine (9) until changed by an amendment to these Bylaws duly adopted in accordance with the provisions hereof; *provided, however*, that, subject to the foregoing prescribed limits, the number of Directors which shall constitute the entire Board shall be determined solely in the discretion of the Board; *and provided, further*, that no decrease in the number of Directors shall shorten the term of any incumbent Director. Directors shall be subject to the requirements and qualifications sets forth in the Articles of Organization and Chapter 156D, and shall not otherwise be required to be Shareholders.

Section 3.02 Term of Office. Directors shall hold office until the next annual meeting of the Shareholders and until their respective successors are elected and qualified, or until their earlier respective death, resignation, disqualification, or removal.

Section 3.03 Vacancies and Newly Created Directorships. Vacancies and newly created directorships, whether resulting from an increase in the size of the Board, from the death, resignation, disqualification, or removal of a Director, or otherwise, may be filled by election at an annual or special meeting of shareholders called for that purpose or by the affirmative vote of a majority of the remaining Directors then in office, even though less than a quorum of the Board. A Director elected to fill a vacancy shall be elected for the unexpired term of his or her predecessor in office.

Section 3.04 Removal. The Board may declare vacant the office of a Director who has been declared of unsound mind by an order of the court or convicted of a felony, or who has been barred from ownership or participation in a cannabis business by a final decision of an applicable state or local licensing authority, or otherwise in a manner provided by law.

Any or all of the Directors may be removed from office, without cause, at any duly called meeting of the Shareholders by a vote of the Shareholders so entitled to elect such Director(s). If one (1) or more Directors are so removed at a meeting of the Shareholders, the Shareholders may elect new Directors at the same meeting for the purpose of replacing such removed Director(s).

Section 3.05 Resignation. A Director may resign effective on giving written notice to the President of the Company, unless the notice specifies a later effective date.

Section 3.06 Meetings of Directors.

(a) Regular Meetings. A regular annual meeting of the Board shall be held immediately after, and at the same place as, the annual meeting of the Shareholders, for the purpose of electing officers and transacting any other business. The Board may provide for other regular meetings from time-to-time by resolution.

(b) Special Meetings. Special meetings of the Board for any purpose or purposes may be called at any time by the President of the Company, a Vice President of the Company (if any), the chairperson of the Board (if any), the Secretary of the Company, by any two (2) Directors or by one (1) Director (in the event that there is only one (1) Director). Notice of the time and place of special meetings of the Board shall be delivered by mail, electronic delivery, or orally to each Director and the Secretary of the Company. If notice is mailed, such notice shall be deposited in the United States mail at least two (2) days before the time of the special meeting of the Board. In the case the notice is delivered either orally or by electronic delivery, such notice shall be delivered at least forty-eight (48) hours before the time of the special meeting of the Board. Any oral notice given personally or by telephone may be communicated either to the Director or to a person at the office of the Director whom the person giving notice has reason to believe will promptly communicate such notice to the Director. The notice need not specify the purpose of the special meeting of the Board nor the place if it is to be held at the principal office of the Company.

(c) Place of Meetings. Meetings of the Board may be held at any place within or without the Commonwealth of Massachusetts that has been designated in the notice. If a place has not been stated in the notice or if there is no notice, meetings of the Board shall be held at the principal office of the Company unless another place has been designated by a resolution duly adopted by the Board.

Section 3.07 Electronic Participation. Directors may participate in a meeting through conference telephone, electronic video screen communication, or other electronic transmission by and to the Company. Participation in a meeting of the Board by conference telephone or electronic video screen communication constitutes presence in person as long as all Directors participating can hear one another. Participation by other electronic transmission by and to the Company (other than conference telephone or electronic video screen communication) constitutes presence in person at the meeting as long as participating Directors can communicate with other participants concurrently, each Director has the means to participate in all matters before the Board, including the ability to propose or object to a specific corporate action, and the Company implements some means of verifying that each person participating is entitled to participate and all votes or other actions are taken by persons entitled to participate.

Section 3.08 Quorum of and Action by the Board. A majority of the authorized number of Directors constitutes a quorum of the Board for the transaction of business. Every act

or decision done or made by a majority of those Directors present at a meeting of the Board duly held at which a quorum is present is the act of the Board, unless Chapter 156D or the Articles of Organization require a greater number. A meeting of the Board at which a quorum is initially present may continue to transact business notwithstanding the withdrawal of Directors, if any action is approved by at least a majority of those Directors who constitute the required quorum for such meeting of the Board. A quorum of Directors may adjourn any meeting of the Board to meet again at a stated time and place. In the absence of quorum, a majority of those Directors present at a meeting of the Board may adjourn such meeting from time-to-time. Notice of the time and place of a meeting of the Board that has been adjourned for more than twenty-four (24) hours shall be given to those Directors not present at the time of the adjournment.

Section 3.09 Compensation. Directors may receive compensation for their services and the Board may authorize payment of a fixed fee and expenses of attendance, if any, for attendance at any meeting of the Board or committee thereof. A Director shall not be precluded from serving the Company in any other capacity and receiving compensation for services in such capacity. The Board may, from time-to-time, establish compensation policies of the Company consistent with this Section 3.09.

Section 3.10 Action by the Board Without a Meeting. Any action required or permitted to be taken by the Board or any committee thereof under Chapter 156D may be taken without a meeting if, prior or subsequent to the action, a consent or consents thereto by all of the Directors then in office, or all of the committee members then appointed, is filed with the Secretary of the Company to be filed with the minutes of the proceedings of the Board. Such action by written consent shall have the same force and effect as a unanimous vote of the Board.

Section 3.11 Committees of the Board. The Board, by resolution adopted by a majority of the authorized number of Directors comprising the Board, may designate one (1) or more committees, each consisting of two (2) or more Directors, to serve at the pleasure of the Board and to exercise the authority of the Board to the extent provided in the resolution establishing the committee and as permitted by law. The Board may adopt governance rules for any committee consistent with these Bylaws. The provisions of these Bylaws applicable to meetings and actions of the Board shall govern meetings and actions of each committee, with the necessary changes made to substitute the committee and its members for the Board and its members as appropriate.

A committee of the Board shall not have the authority to:

- (a) approve actions that require approval of the Shareholders or the outstanding shares;
- (b) fill vacancies on the Board or in any committee thereof;
- (c) amend or repeal bylaws or adopt new bylaws;
- (d) amend or repeal any resolution of the Board that by its terms is not so amendable or repealable; or

(e) make a distribution to Shareholders, except at a rate, in a periodic amount, or within a price range set forth in the Articles of Organization or as determined by the Board.

The Board, by resolution adopted by the majority of the authorized number of Directors comprising the Board, may designate one (1) or more Directors as alternate members of any committee who may replace any absent or disqualified member at any meeting of such committee or for the purposes of any written action by such committee.

The designation of a committee of the Board and the delegation thereto of authority shall not operate to relieve the Board, or any Director, of any responsibility imposed by law.

ARTICLE IV OFFICERS

Section 4.01 Positions and Election. The officers of the Company shall be elected by the Board and shall consist of a President, a Secretary, a Treasurer, and all other officers as may from time-to-time be determined by the Board. At the discretion of the Board, the Company may also have other officers, including but not limited to one (1) or more Vice Presidents or Assistant Vice Presidents, one (1) or more Assistant Secretaries, a Chief Financial Officer, and a Chief Operations Officer, as may be appointed by the Board, with such authority as may be specifically delegated to such officers by the Board. Any two (2) or more offices may be held by the same person.

Each officer shall serve until a successor is elected and qualified or until the earlier death, resignation, disqualification, or removal of such officer. Vacancies or new offices shall be filled at the next regular or special meeting of the Board.

Section 4.02 Removal and Resignation. Any officer elected or appointed by the Board may be removed with or without cause by the affirmative vote of the majority of the Board. Removal shall be without prejudice to the contract rights, if any, of the officer so removed.

Any officer elected or appointed by the Board may resign at any time by giving written notice to the Company. Unless a different time is specified in the notice, such resignation shall be effective upon its receipt by the President of the Company, the Secretary of the Company, or the Board.

Section 4.03 Powers and Duties of Officers. The powers and duties of officers of the Company shall be as provided from time-to-time by resolution of the Board or by direction of an officer authorized by the Board to prescribe the duties of other officers. In the absence of such resolution, the respective officers shall have the powers and shall discharge the duties customarily and usually held and performed by like officers of corporations similar in organization and business purposes to the Company, subject to the control of the Board.

ARTICLE V INDEMNIFICATION OF DIRECTORS AND OFFICERS

Section 5.01 Indemnification of Officers or Directors. The Company shall, to the extent permitted under Chapter 156D, indemnify all persons who have served or may serve at any

time as officers or Directors of the Company, and their respective heirs, executors, administrators, successors, and assigns, from and against any and all loss and expense, including amounts paid in settlement before or after suit is commenced, and reasonable attorney's fees, actually and necessarily incurred as a result of any claim, demand, action, proceeding, or judgment that may have been asserted against any such persons, or in which such persons are made parties by reason of their being or having been officers of the Company. This right of indemnification shall not exist in relation to matters as to which it is adjudged in any action, suit, or proceeding that these persons are liable for negligence or misconduct in the performance of duty.

Section 5.02 Non-Exclusivity of Indemnification Rights and Authority to Insure. The foregoing rights of indemnification and advancement of expenses shall be in addition to and not exclusive of any other rights to which any person may be entitled pursuant to any agreement with the Company, or under any statute, provision of the Articles of Organization, or any action taken by the Board or the Shareholders.

The Company may buy and maintain insurance to protect itself and any agent against any expense asserted against them or incurred by an agent, whether or not the Company could indemnify the agent against the expense under applicable law or the provisions of this Article V.

ARTICLE VI SHARE CERTIFICATES AND TRANSFER

Section 6.01 Share Certificates. Shares of the Company may, but need not, be represented by certificates. Each certificate issued shall bear all statements or legends required by law to be affixed thereto. For all shares issued or transferred without certificates, the Company shall, within a reasonable time after such issuance or transfer, send the respective Shareholder a written statement of the information required on share certificates pursuant to Chapter 156D, § 6.25(b) & (c) and § 6.27. Shareholders can request and obtain a statement of rights, restrictions, preferences, and privileges regarding classified shares or a class of shares with two (2) or more series, if any, from the Company's principal office. Each certificate issued shall bear all statements or legends required by law to be affixed thereto.

Section 6.02 Transfer of Shares. Transfer of shares of the Company shall be made only on the books of the Company by the registered holder thereof or by such other person as may under law be authorized to endorse such shares for Transfer, or by such Shareholder's attorney thereunto authorized by power of attorney duly executed and filed with the Secretary of the Company or transfer agent of the Company. Except as otherwise provided by law, upon surrender to the Company or its transfer agent of a certificate for shares duly endorsed or accompanied by proper evidence of succession, assignment, or authority to Transfer, it shall be the duty of the Company to issue a new certificate to the person entitled thereto, cancel the old certificate, and record the transaction upon its books.

"Transfer" means to, directly or indirectly, sell, transfer, assign, pledge, encumber, hypothecate, or similarly dispose of, either voluntarily or involuntarily, by operation of law or otherwise, or to enter into any contract, option, or other arrangement or understanding with respect to the sale, transfer, assignment, pledge, encumbrance, hypothecation, or similar disposition of, any shares

owned by a person or any interest (including a beneficial interest) in any shares or share equivalents owned by a person.

Section 6.03 Registered Shareholders. The Company may treat the holder of record of any shares issued by the Company as the holder in fact thereof, for purposes of voting those shares, receiving distributions thereon or notices in respect thereof, Transferring those shares, exercising rights of dissent with respect to those shares, exercising or waiving any preemptive right with respect to those shares, entering into agreements with respect to those shares in accordance with the laws of the Commonwealth of Massachusetts, or giving proxies with respect to those shares.

Section 6.04 Lost, Stolen, or Destroyed Certificates. The Board may issue a new share certificate in place of any certificate the Board previously issued that the Shareholder alleges to have been lost, stolen, or destroyed; *provided*, that that Shareholder or Shareholder's legal representative of the lost, stolen, or destroyed certificate shall give the Company a bond or other adequate security sufficient to indemnify the Company against any potential claim against the Company because of the alleged loss, theft, or destruction of any such certificate or the issuance of such new certificate.

ARTICLE VII CORPORATE RECORDS AND INSPECTION

Section 7.01 Records. The Company shall maintain adequate and correct books and records of account, minutes of the proceedings of the Shareholders, the Board, and committees of the Board, and a record of its Shareholders, including names and addresses of all Shareholders and the number and class of shares held, along with any other records required by law. The Company shall keep such record of its Shareholders at its principal office, as fixed by the Board from time-to-time, or at the office of the Company's transfer agent or registrar. The Company shall keep its books and records of account and minutes of the proceedings of the Shareholders, the Board, and committees of the Board at the Company's principal office or such other location as shall be designated by the Board from time-to-time.

Section 7.02 Inspection of Books and Records. The Company's accounting books and records and minutes of proceedings of the Shareholders, the Board, and committees of the Board shall, and to the extent provided by law, be open to inspection of Directors, Shareholders, and voting trust certificate holders, in the manner provided by law.

Section 7.03 Certification of Inspection of Bylaws. The Company shall keep in its principal office the original or a copy of these Bylaws as amended or otherwise altered to date, which shall be open to inspection by the Shareholders at all reasonable times during office hours.

ARTICLE VIII MISCELLANEOUS

Section 8.01 Checks, Drafts, Etc. All checks, drafts, or other instruments for payment of money or notes of the Company shall be signed by an officer or officers, or any other person or persons, as shall be determined from time-to-time by resolution of the Board.

Section 8.02 Conflict with Applicable Law or Articles of Organization. Unless the context requires otherwise, the general provisions, rules of construction, and the definitions of Chapter 156D shall govern the construction of these Bylaws. These Bylaws are adopted subject to any applicable law and the Articles of Organization. Whenever these Bylaws may conflict with any applicable law or the Articles of Organization, such conflict shall be resolved in favor of such law or the Articles of Organization.

Section 8.03 Invalid Provisions. If any one (1) or more provisions of these Bylaws, or the applicability of any provision to a specific situation, shall be held invalid or unenforceable, the provision shall be modified to the minimum extent necessary to make such provision or its application valid and enforceable, and the validity and enforceability of all other provisions of these Bylaws and all other applications of any provision shall not be affected thereby.

Section 8.04 Emergency Management of the Company. In anticipation of or during an emergency, as defined in Chapter 156D § 3.03(d), the Board, in order to conduct the ordinary business affairs of the Company, shall modify procedures, including but not limited to, calling a meeting of the Board, quorum requirements for such meeting of the Board, and designation of additional or substitute Directors; *provided*, that such modifications may not conflict with the Articles of Organization.

In anticipation of or during an emergency, the Company shall be able to take any and all of the following actions to conduct the Company's ordinary business affairs and operations:

- (a) modify lines of succession to accommodate the incapacity of any Director, officer, employee, or agent resulting from the emergency;
- (b) relocate the principal office or designate alternative principal offices or regional offices;
- (c) give notice to Directors in any practicable matter under the circumstances, including but not limited to publication and radio, when notice of a meeting of the Board cannot be given in a manner prescribed by these Bylaws; and
- (d) deem that one (1) or more officers present at a meeting of the Board is a Director as necessary to achieve a quorum for such meeting of the Board.

Section 8.05 Reports. The Company shall provide all Shareholders with notice of the availability of annual financial reports of the Company before the earlier of (i) the annual meeting of the Shareholders or (ii) one hundred and twenty (120) days after the close of the fiscal year. Such financial reports shall be prepared and provided to the Shareholders upon request in compliance with Chapter 156D, § 16.20.

Section 8.06 Advisement of Counsel. THE CULTIVATION, PRODUCTION, AND SALE OF CANNABIS IS ILLEGAL UNDER FEDERAL LAW. NEITHER PARTY, NOR ATTORNEYS FOR THE COMPANY, HAVE MADE ANY REPRESENTATION TO THE CONTRARY.

ARTICLE IX
AMENDMENT OF BYLAWS

Section 9.01 Amendment by Shareholders. Shareholders may adopt, amend, or repeal these Bylaws by the vote or written consent of the holders of a majority of the outstanding shares entitled to vote, except as otherwise provided by law, these Bylaws, or the Articles of Organization.

Section 9.02 Amendment by Directors. Subject to the rights of Shareholders as provided in Section 9.01, and the statutory limitations of Chapter 156D, the Board may adopt, amend, or repeal these Bylaws.

Signed under the pains and penalties of perjury, I, Jonathan Tucker, an authorized representative of The Blue Jay Botanicals, Inc. certify that Bradford Baker has no affiliation with The Blue Jay Botanicals, Inc. and, as such, is not a person with direct or indirect control over The Blue Jay Botanicals, Inc.'s operations.



July 8 2020

Date

Name: Jonathan Tucker

Title: Director

Entity: The Blue Jay Botanicals, Inc.

Plan for Obtaining Liability Insurance

The Blue Jay Botanicals, Inc. (“Blue Jay”) plans to contract with an insurance company to maintain general liability insurance coverage for no less than \$1,000,000 per occurrence and \$2,000,000 in aggregate annually and product liability coverage for no less than \$1,000,000 per occurrence & \$2,000,000 in aggregate annually. The policy deductible will be no higher than \$5,000 per occurrence. Blue Jay will consider additional coverage based on availability & cost-benefit analysis. If adequate coverage is unavailable at a reasonable rate, Blue Jay will place in escrow at least \$250,000 to be expended for liabilities coverage. Any withdrawal from such escrow will be replenished within 10 business days. Blue Jay will keep reports documenting compliance with 935 CMR 500.105(10).

THE BLUE JAY BOTANICALS, INC.

BUSINESS PLAN

June 22, 2020

EXECUTIVE SUMMARY

Mission Statement and Message from the CEO

The Blue Jay Botanicals, Inc. (“Blue Jay”) is an applicant for Marijuana Establishment Licenses in the Commonwealth that is committed to creating a safe and clean community environment and that provides consistent, high quality cannabis to consumers who are 21 years of age or older.

License Types

Blue Jay is applying for the following Licenses from the Massachusetts Cannabis Control Commission (the “Commission”) to operate Marijuana Establishments in Massachusetts:

- Marijuana Retailer in Athol, Massachusetts

What Drives Us

Blue Jay’s goals include:

1. Providing customers 21 years of age or older with a wide variety of high quality, consistent, laboratory-tested cannabis and derivatives;
2. Assisting local communities in offsetting the cost of Blue Jay’s operations within its communities;
3. Hiring employees and contractors from within the communities served;
4. Hiring employees and contractors from communities that have been disproportionately impacted by the war on drugs;
5. Having a diverse and socially representative pool of employees;
6. Empowering the next generation of entrepreneurs and leaders through hiring, training and teaching; and
7. Running an environmentally friendly Marijuana Establishment.

TEAM

Ivelise Rivera, Chief Executive Officer.

Community engagement, project management, public health, government



Ms. Rivera is a passionate community leader with over 18 years of experience leading mission-based organizations that play active roles in improving the lives of residents in the Greater Boston area. Since 2006, Ms. Rivera has served as the Board Chair of the Madison Park Development Corporation (MPDC). MPDC develops affordable and high quality housing for low and moderate-income families in and around the Roxbury neighborhood, currently housing over 3,000 residents. MDPC provides comprehensive programming to residents to help them mobilize, empower themselves, and address quality-of-

life issues in the Dudley Square area, including public safety, health equity, and youth development.

Ms. Rivera has also served as a Board Member of the Dudley Street Neighborhood Initiative (DSNI) since 2012. DSNI seeks to empower Dudley Square residents through developing youth leadership programs, promoting development without displacement, and empowering

neighborhood and resident development. Ms. Rivera is the Softball Commissioner of the Red Sox Foundation RBI program.

Ms. Rivera has been a City of Boston employee for 19 years, where she is an IT Business Analyst and Associate Director of the Boston Centers for Youth and Families. She earned her undergraduate degree from Northeastern University and a master's degree from Boston University.

Jonathan Tucker, Chief Operating Officer.

Retail operations, cannabis industry, start up business development

Mr. Tucker, a proud son of Massachusetts, has built an extensive resume in television and major motion pictures in Los Angeles, as well as investing in and founding successful business ventures. Mr. Tucker is founder of The Pegasus Fund, a non-profit organization that supplements the academic journey of top-performing students in underserved communities by sending them to summer camp to instill confidence to help them be successful at home and in school. He serves as the Advising Partner of Halogen Ventures, an early-stage venture capital fund that invest in consumer technology companies led by co-ed teams.



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Mr. Tucker has demonstrated experience conceptualizing, designing, and implementing retail concepts. He is the Advising Partner of Alu Collective, a prospering company that builds and manages experiences as part of the hospitality industry. His portfolio includes Lupetti Pizzeria, In Sheep's Clothing, Lion Audio, and non-name branded lounge concept located at 432 N. Fairfax, all highly-acclaimed, high-concept venues. He is also the Advising Partner of 838 Divisadero Restaurant, the restaurant management company responsible for creating Che Fico, named one of America's Best New Restaurants 2018 by Bon Appétit magazine. Locally, Mr. Tucker has served as the CEO and Founder of Commonwealth Farm 1761, Inc., a marijuana cultivation and product manufacturing company currently pending provisional licensure from the Cannabis Control Commission.

Mr. Tucker has served as the principal in television shows and cinematic hits including Matt Damon and Ben Affleck's Showtime series City on a Hill, Westworld, Charlie's Angels, American Gods, Kingdom, Two If By Sea, Sleepers, The Virgin Suicides, The Texas Chainsaw Massacre, Criminal Hostage, The Ruins, In the Valley of Elah, The Next Three Days, Parenthood, Royal Pains, David E. Kelley's The Practice, Perception, Criminal Minds, CSI, White Collar, Law & Order: SVU, Law & Order: Criminal Intent, and Six Feet Under.



Renata Caines, Chief Engagement Officer.

Community engagement, training

Chief Engagement Officer Renata Caines will serve as the chief point of contact for all engagement with the broader community and will conduct specific community engagement training sessions for all registered agents at the facility. Ms. Caines has a demonstrated background at the intersection of community and training, having served as the Learning and Development Manager of City Year Boston since 2017. City Year Boston deploys 289 highly skilled AmeriCorps members to serve in 29 elementary, middle, K-8, and high schools, positively impacting nearly 12,000 students across Boston Public Schools.

She previously served as an Americorps Massachusetts Promise Fellow at Crossroads for Kids, a program designed to teach leadership skills to underprivileged youth and prepare them to enter adulthood. Crossroads for Kids inspires youth to unlock their innate potential to become members of the next generation of young leaders in Boston and Massachusetts, breaking the cycle of poverty and underachievement. Ms. Caines is a graduate of Lesley University and Northeastern University.



Shaquille Anderson, Manager.

Finance, marketing, human resources.

Mr. Anderson currently serves as a Senior Financial Analyst at J.P. Morgan Chase & Co, where he serves as an OSD contact for over 150 clients in the North American region with the Pension/401K team and as a Social Media Coordinator for Yelp in Boston, where he leads strategy as to content creation for social media via Instagram, Twitter, and Facebook platforms.

Mr. Anderson is a contributing writer to Blavity, an American Internet media company created by and for Black millennials. He has obtained Inbound Marketing Certifications from HubSpot Academy and Google Analytics Individual Qualifications. He is a graduate of Bucknell University.

Tara Ahamed Tucker, Manager.

Project management, communications, media.

Ms. Tucker is an established executive in the film industry, where she has led the development, financing, and production of major motion pictures and television shows across a variety of genres. She currently serves as the Senior Vice President of Television of 42, one of the nation's leading management and production companies for film, television, and content.



Ms. Tucker's previous professional experience includes tenures at Benaroya Pictures, Identity Films, Jerry Bruckheimer Films, Creative Artists Agency, and the Clinton Global Initiative Annual Conference. She has served as a Crisis and Suicide Prevention Hotline Counselor at the Trevor Project since 2019.

COMPANY DESCRIPTION

Structure

Blue Jay is a Massachusetts domestic for-profit corporation that is applying for Licenses from the Commission to operate Marijuana Establishments in the Commonwealth.

Blue Jay will file, in a form and manner specified by the Commission, an application for licensure as a Marijuana Establishment consisting of three packets: An Application of Intent packet; a Background Check packet; and a Management and Operations Profile packet.

Operations

Blue Jay will establish inventory controls and procedures for the conduct of inventory reviews and comprehensive inventories of finished, stored marijuana; conduct a comprehensive annual

inventory at least once every year after the date of the previous comprehensive inventory; and promptly transcribe inventories if taken by use of an oral recording device.

Blue Jay will tag and track all marijuana seeds, clones, plants, and marijuana products using Metrc and in a form and manner approved by the Commission.

No marijuana product, including marijuana, will be sold or otherwise marketed for adult use that has not first been tested by Independent Testing Laboratories, except as allowed under 935 CMR 500.000.

Blue Jay will maintain records which will be available for inspection by the Commission upon request. The records will be maintained in accordance with generally accepted accounting principles and maintained for at least 12 months or as specified and required by 935 CMR 500.000.

Blue Jay 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, except as provided in 935 CMR 500.105(10)(b) or otherwise approved by the Commission. The deductible for each policy will be no higher than \$5,000 per occurrence. If adequate coverage is unavailable at a reasonable rate, Blue Jay will place in escrow at least \$250,000 to be expended for liabilities coverage (or such other amount approved by the Commission). Any withdrawal from such escrow will be replenished within 10 business days of any expenditure. Blue Jay will keep reports documenting compliance with 935 CMR 500.105(10) in a manner and form determined by the Commission pursuant to 935 CMR 500.000.

Blue Jay will provide adequate lighting, ventilation, temperature, humidity, space, and equipment, in accordance with applicable provisions of 935 CMR 500.105 and 500.110.

All recyclables and waste, including organic waste composed of or containing finished marijuana and marijuana products, will be stored, secured, and managed in accordance with applicable state and local statutes, ordinances, and regulations. Organic material, recyclable material, solid waste, and liquid waste containing marijuana or by-products of marijuana processing will be disposed of in compliance with all applicable state and federal requirements.

Blue Jay will demonstrate consideration of the factors for Energy Efficiency and Conservation outlined in 935 CMR 500.105(15) as part of its operating plan and application for licensure.

Prior to commencing operations, Blue Jay will provide proof of having obtained a surety bond in an amount equal to its licensure fee payable to the Marijuana Regulation Fund. The bond will ensure payment of the cost incurred for the destruction of cannabis goods necessitated by a violation of St. 2016, c. 334, as amended by St. 2017, c. 55 or 935 CMR 500.000 or the cessation of operation of Blue Jay. If Blue Jay is unable to secure a surety bond, it will place in escrow a sum of no less than \$5,000 or such other amount approved by the Commission, to be expended for coverage of liabilities. The escrow account will be replenished within ten business days of any expenditure required under 935 CMR 500.105: *General Operational Requirements for*

Marijuana Establishments unless Blue Jay has ceased operations. Documentation of the replenishment will be promptly sent to the Commission.

Blue Jay and Blue Jay agents will comply with all local rules, regulations, ordinances, and bylaws.

Security

Blue Jay will contract with a professional security and alarm company to design, implement, and monitor a comprehensive security plan to ensure that the facility is a safe and secure environment for employees and the local community.

Blue Jay's state-of-the-art security system will consist of perimeter windows, as well as duress, panic, and holdup alarms connected to local law enforcement for efficient notification and response in the event of a security threat. The system will also include a failure notification system that will immediately alert the executive management team if a system failure occurs. A redundant alarm system will be installed to ensure that active alarms remain operational if the primary system is compromised.

Interior and exterior HD video surveillance of all areas that contain marijuana, entrances, exits, and parking lots will be operational 24/7 and available to the Police Department. These surveillance cameras will remain operational even in the event of a power outage. The exterior of the dispensary and surrounding area will be sufficiently lit, and foliage will be minimized to ensure clear visibility of the area at all times.

Only Blue Jay's registered agents and other authorized visitors (e.g. contractors, vendors) will be allowed access to the facility, and a visitor log will be maintained in perpetuity. All agents and visitors will be required to visibly display an ID badge, and Blue Jay will maintain a current list of individuals with access. Blue Jay will have security personnel on-site during business hours.

On-site consumption of marijuana by Blue Jay's employees and visitors will be prohibited.

Benefits to Host Communities

Blue Jay looks forward to working cooperatively with its host communities to ensure that Blue Jay operates as a responsible, contributing member of those host communities. Blue Jay has established a mutually beneficial relationship with its host communities in exchange for permitting Blue Jay to site and operate.

Blue Jay's host communities stand to benefit in various ways, including but not limited to the following:

1. **Jobs**: A Marijuana Establishment facility will add a number of full-time jobs, in addition to hiring qualified, local contractors and vendors.
2. **Monetary Benefits**: A Host Community Agreement with significant monetary donations will provide the host community with additional financial benefits beyond local property taxes.
3. **Access to Quality Product**: Blue Jay will allow qualified consumers in the Commonwealth to have access to high quality marijuana and marijuana products that are

tested for cannabinoid content and contaminants.

4. Control: In addition to the Commission, the Police Department and other municipal departments will have oversight over Blue Jay's security systems and processes.
5. Responsibility: Blue Jay is comprised of experienced professionals who will be thoroughly background checked and scrutinized by the Commission.
6. Economic Development: Blue Jay's operation of its facilities will help to revitalize its host communities and contribute to the overall economic development of the local community.

MARKET RESEARCH

Customers

Blue Jay will only sell marijuana and marijuana products to customers ages 21 years and older.

Competitive Advantage

Blue Jay possesses several strengths that separate Blue Jay from the competition. The industry is rapidly growing, and customers are scrutinizing the quality of cannabis dispensed, the services offered, the location of the dispensary, the prices offered for the products, and the branding of the business.

Regulations

Blue Jay is a Massachusetts domestic for-profit corporation. Blue Jay will maintain the corporation in good standing with the Massachusetts Secretary of the Commonwealth, the Department of Revenue, and the Department of Unemployment Assistance. Blue Jay will apply for all state and local permits and approvals required to build out and operate the facility.

Blue Jay will also work cooperatively with various municipal departments to ensure that the proposed facility complies with all state and local codes, rules and regulations with respect to design, renovation, operation, and security.

Products & Services

In addition to traditional sativa, indica, and hybrid cannabis flower, Blue Jay will offer a wide range of products that will allow Blue Jay to serve customers with a wide variety of needs.

Products Blue Jay intends to offer include, but will not be limited to:

1. Concentrates
2. Topical Salves
3. Creams and Lotions
4. Patches
5. Oral Mucosal and Sublingual Dissolving Tablets
6. Tinctures
7. Sprays
8. Inhalation Ready to Use CO2 Extracted Hash Oils
9. Pre-Dosed Oil Vaporizers

10. Ingestion Capsules
11. Infused Food and Beverages

Pricing Structure

Blue Jay's pricing structure will vary based on market conditions. Blue Jay plans to provide products of superior quality and will price accordingly.

MARKETING & SALES

Growth Strategy

Blue Jay's plan to grow the company includes:

1. Strong and consistent branding;
2. Intelligent, targeted, and compliant marketing programs;
3. An exemplary customer in-store experience; and
4. A caring and thoughtful staff made of consummate professionals.

Blue Jay plans to seek additional, appropriate locations in the surrounding area to expand business and reach an increased number of customers in the future.

Communication

Blue Jay will engage in reasonable marketing, advertising, and branding practices that do not jeopardize the public health, welfare, or safety of the general public, or promote the diversion of marijuana or marijuana use in individuals younger than 21 years old. Any such marketing, advertising, and branding created for viewing by the public will include the statement: "Please Consume Responsibly," in a conspicuous manner on the face of the advertisement and will include a minimum of two of the warnings, located at 935 CMR 500.105(4)(a), in their entirety in a conspicuous manner on the face of the advertisement.

All marketing, advertising, and branding produced by or on behalf of Blue Jay will include the following warning, including capitalization, in accordance with M.G.L. c. 94G, § 4(a½)(xxvi): "This product has not been analyzed or approved by the Food and Drug Administration (FDA). There is limited information on the side effects of using this product, and there may be associated health risks. Marijuana use during pregnancy and breast-feeding may pose potential harms. It is against the law to drive or operate machinery when under the influence of this product. KEEP THIS PRODUCT AWAY FROM CHILDREN. There may be health risks associated with consumption of this product. Marijuana can impair concentration, coordination, and judgment. The impairment effects of edible marijuana may be delayed by two hours or more. In case of accidental ingestion, contact poison control hotline 1-800-222-1222 or 9-1-1. This product may be illegal outside of MA."

Blue Jay will seek events where 85% or more of the audience is reasonably expected to be 21 years of age or older, as determined by reliable, current audience composition data. At these events, Blue Jay will market its products and services to reach a wide range of qualified consumers.

Blue Jay will communicate with customers through:

1. A company run website;
2. A company blog;
3. Popular cannabis discovery networks such as WeedMaps and Leafly;
4. Popular social media platforms such as Instagram, Facebook, Twitter, and SnapChat; and
5. Opt-in direct communications.

Blue Jay will provide a catalogue and a printed list of the prices and strains of marijuana available to consumers and will post the same catalogue and list on its website and in the retail store.

Sales

Blue Jay will sell its products and services by engaging customers with knowledgeable personnel.

Blue Jay will ensure that all marijuana products that are provided for sale to consumers are sold in tamper or child-resistant packaging. Packaging for marijuana products sold or displayed for consumers, including any label or imprint affixed to any packaging containing marijuana products or any exit packages, will not be attractive to minors.

Packaging for marijuana products sold or displayed for consumers in multiple servings will allow a consumer to easily perform the division into single servings and include the following statement on the exterior of the package in a printed font that is no smaller than ten-point Times New Roman, Helvetica, or Arial, including capitalization: "INCLUDES MULTIPLE SERVINGS." Blue Jay will not sell multiple serving beverages and each single serving of an edible marijuana product contained in a multiple-serving package will be marked, stamped, or otherwise imprinted with the symbol issued by the Commission under 935 CMR 500.105(5) that indicates that the single serving is a marijuana product. In no instance will an individual serving size of any marijuana product contain more than five (5) milligrams of delta-nine tetrahydrocannabinol.

Logo

Blue Jay has developed a logo to be used in labeling, signage, and other materials such as letterhead and distributed materials.

The logo is discreet, unassuming, and does not use marijuana symbols, images of marijuana, related paraphernalia, or colloquial references to cannabis or marijuana.

FINAL REMARKS

Blue Jay has the experience and know-how to safely and efficiently provide high quality, consistent, laboratory-tested cannabis and derivatives. Blue Jay hopes to bring its high-quality standards to adult-use consumers to provide them with a safe and clean community environment.

Blue Jay's security systems and comprehensive security measures will also help ensure a safe and secure environment that will help deter and prevent diversion.

In Massachusetts adult-use sales eclipsed \$250 million in the first eight months of 2019, and as more Marijuana Establishments become operational, the sales growth rate continues to expand month after month. Blue Jay is prepared to position itself well in this market and contribute to this growth through a highly experienced team of successful operators working under an established framework of high quality standard operating procedures and growth strategies. In doing so, Blue Jay looks forward to working cooperatively with all the municipalities in which it is operating to help spread the benefits that this market will yield.

MAINTAINING OF FINANCIAL RECORDS

The Blue Jay Botanicals, Inc.'s ("Blue Jay") operating policies and procedures ensure financial records are accurate and maintained in compliance with the Commission's Adult Use of Marijuana regulations (935 CMR 500). Financial records maintenance measures include policies and procedures requiring that:

- Confidential information will be maintained in a secure location, kept separate from all other records, and will not be disclosed without the written consent of the individual to whom the information applies, or as required under law or pursuant to an order from a court of competent jurisdiction; provided however, the Commission may access this information to carry out its official duties.
- All recordkeeping requirements under 935 CMR 500.105(9) are followed, including:
 - Keeping written business records, available for inspection, and in accordance with generally accepted accounting principles, which will include manual or computerized records of:
 - Assets and liabilities;
 - Monetary transactions;
 - Books of accounts, which will include journals, ledgers, and supporting documents, agreements, checks, invoices, and vouchers;
 - Sales records including the quantity, form, and cost of marijuana products; and
 - Salary and wages paid to each employee, or stipend, executive compensation, bonus, benefit, or item of value paid to any persons having direct or indirect control over Blue Jay.
- All sales recording requirements under 935 CMR 500.140(5) are followed, including:
 - Utilizing a point-of-sale (POS) system approved by the Commission, in consultation with the DOR, and a sales recording module approved by DOR;
 - Prohibiting the use of software or other methods to manipulate or alter sales data;
 - Conducting a monthly analysis of its equipment and sales data, and maintaining records, available to the Commission upon request, that the monthly analysis has been performed;
 - If Blue Jay determines that software has been installed for the purpose of manipulation or alteration of sales data or other methods have been utilized to manipulate or alter sales data: 1. it shall immediately disclose the information to the Commission; 2. it shall cooperate with the Commission in any investigation regarding manipulation or alteration of sales data; and 3. take such other action directed by the Commission to comply with 935 CMR 500.105.
 - Complying with 830 CMR 62C.25.1: *Record Retention* and DOR Directive 16-1 regarding recordkeeping requirements;
 - Adopting separate accounting practices at the point-of-sale for marijuana and marijuana product sales, and non-marijuana sales; and
 - Maintaining such records that would allow for the Commission and the DOR to audit and examine the point-of-sale system used in order to ensure compliance with Massachusetts tax laws and 935 CMR 500.

Additional written business records will be kept, including, but not limited to, records of:

- Compliance with liability insurance coverage or maintenance of escrow requirements under 935 CMR 500.105(10) and all bond or escrow requirements under 935 CMR 500.105(16);
- Fees paid under 935 CMR 500.005 or any other section of the Commission's regulations; and
- Fines or penalties, if any, paid under 935 CMR 500.360 or any other section of the Commission's regulations.

- License Renewal Records

Blue Jay shall keep and submit as a component of the renewal application documentation that the establishment requested from its Host Community the records of any cost to a city or town reasonably related to the operation of the establishment, which would include the city's or town's anticipated and actual expenses resulting from the operation of the establishment in its community. The applicant shall provide a copy of the electronic or written request, which should include the date of the request, and either the substantive response(s) received or an attestation that no response was received from the city or town. The request should state that, in accordance with M.G.L. c. 94G, § 3(d), any cost to a city or town imposed by the operation of a Marijuana Establishment or MTC shall be documented and considered a public record as defined by M.G.L. c. 4, § 7, cl. 26.

PERSONNEL POLICIES INCLUDING BACKGROUND CHECKS

Overview

The Blue Jay Botanicals, Inc. (“Blue Jay”) will securely maintain personnel records, including registration status and background check records. Blue Jay will keep, at a minimum, the following personnel records:

- Job descriptions for each employee and volunteer position, as well as organizational charts consistent with the job descriptions;
- A personnel record for each marijuana establishment agent;
- A staffing plan that will demonstrate accessible business hours and safe cultivation conditions;
- Personnel policies and procedures; and
- All background check reports obtained in accordance with 935 CMR 500.030.

Agent Personnel Records

In compliance with 935 CMR 500.105(9), personnel records for each agent will be maintained for at least twelve (12) months after termination of the agent’s affiliation with Blue Jay and will include, at a minimum, the following:

- All materials submitted to the Commission pursuant to 935 CMR 500.030(2);
- Documentation of verification of references;
- The job description or employment contract that includes duties, authority, responsibilities, qualifications, and supervision;
- 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;
- Documentation of periodic performance evaluations;
- A record of any disciplinary action taken;
- Notice of completed responsible vendor and eight-hour related duty training; and
- Results of initial background investigation, including CORI reports.

Personnel records will be kept in a secure location to maintain confidentiality and be only accessible to the agent’s manager or members of the executive management team.

Agent Background Checks

- In addition to completing the Commission’s agent registration process, all agents hired to work for Blue Jay will undergo a detailed background investigation prior to being granted access to a Blue Jay facility or beginning work duties.
- Background checks will be conducted on all agents in their capacity as employees or volunteers for Blue Jay pursuant to 935 CMR 500.030 and will be used by the Director of Security, who will be registered with the Department of Criminal Justice Information Systems pursuant to 803 CMR 2.04: iCORI Registration and the Commission for

purposes of determining the suitability of individuals for registration as a marijuana establishment agent with the licensee.

- For purposes of determining suitability based on background checks performed in accordance with 935 CMR 500.030, Blue Jay will consider:
 - a. All conditions, offenses, and violations are construed to include Massachusetts law or like or similar law(s) of another state, the United States or foreign jurisdiction, a military, territorial or Native American tribal authority, or any other jurisdiction.
 - b. All criminal disqualifying conditions, offenses, and violations include the crimes of attempt, accessory, conspiracy, and solicitation. Juvenile dispositions will not be considered as a factor for determining suitability.
 - c. Where applicable, all look-back periods for criminal conditions, offenses, and violations included in 935 CMR 500.802 commence upon the date of disposition; provided, however, that if disposition results in incarceration in any institution, the look-back period will commence upon release from incarceration.
- Suitability determinations will be made in accordance with the procedures set forth in 935 CMR 500.800. In addition to the requirements established in 935 CMR 500.800, Blue Jay will:
 - a. Comply with all guidance provided by the Commission and 935 CMR 500.802: Tables B through D to determine if the results of the background are grounds for Mandatory Disqualification or Presumptive Negative Suitability Determination.
 - b. Consider whether offense(s) or information that would result in a Presumptive Negative Suitability Determination under 935 CMR 500.802. In the event a Presumptive Negative Suitability Determination is made, Blue Jay will consider the following factors:
 - i. Time since the offense or incident;
 - ii. Age of the subject at the time of the offense or incident;
 - iii. Nature and specific circumstances of the offense or incident;
 - iv. Sentence imposed and length, if any, of incarceration, if criminal;
 - v. Penalty or discipline imposed, including damages awarded, if civil or administrative;
 - vi. Relationship of offense or incident to nature of work to be performed;
 - vii. Number of offenses or incidents;
 - viii. Whether offenses or incidents were committed in association with dependence on drugs or alcohol from which the subject has since recovered;
 - ix. If criminal, any relevant evidence of rehabilitation or lack thereof, such as information about compliance with conditions of parole or probation, including orders of no contact with victims and witnesses, and the subject's conduct and experience since the time of the offense including, but not limited to, professional or educational certifications obtained; and
 - x. Any other relevant information, including information submitted by the subject.

- c. Consider appeals of determinations of unsuitability based on claims of erroneous information received as part of the background check during the application process in accordance with 803 CMR 2.17: Requirement to Maintain a Secondary Dissemination Log and 2.18: Adverse Employment Decision Based on CORI or Other Types of Criminal History Information Received from a Source Other than the DCJIS.
 - All suitability determinations will be documented in compliance with all requirements set forth in 935 CMR 500 et seq. and guidance provided by the Commission.
 - Background screening will be conducted by an investigative firm holding the National Association of Professional Background Screeners (NAPBS®) Background Screening Credentialing Council (BSCC) accreditation and capable of performing the searches required by the regulations and guidance provided by the Commission.
 - References provided by the agent will be verified at the time of hire.
 - As a condition of their continued employment, agents, volunteers, contractors, and subcontractors are required to renew their Program ID cards annually and submit to other background screening as may be required by Blue Jay or the Commission.

Personnel Policies and Training

As outlined in Blue Jay's Record Keeping Procedures, a staffing plan and staffing records will be maintained in compliance with 935 CMR 500.105(9) and will be made available to the Commission, upon request. All Blue Jay agents are required to complete training as detailed in Blue Jay's Qualifications and Training plan which includes but is not limited to Blue Jay's strict alcohol, smoke and drug-free workplace policy, job specific training, Responsible Vendor Training Program, confidentiality training including how confidential information is maintained at the marijuana establishment and a comprehensive discussion regarding the marijuana establishment's policy for immediate dismissal. All training will be documented in accordance with 935 CMR 105(9)(d)(2)(d).

Blue Jay will have a policy for the immediate dismissal of any dispensary agent who has:

- Diverted marijuana, which will be reported the Police Department and to the Commission;
- Engaged in unsafe practices with regard to Blue Jay operations, which will be reported to the Commission; or
- 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.

PLAN FOR RESTRICTING ACCESS TO AGE 21 AND OLDER

Pursuant to 935 CMR 500.050(8)(b), The Blue Jay Botanicals, Inc. (“Blue Jay”) will only be accessible to individuals, visitors, and agents who are 21 years of age or older with a verified and valid government-issued photo ID. Upon entry into the premises of the marijuana establishment by an individual, visitor, or agent, a Blue Jay agent will immediately inspect the person’s proof of identification and determine the person’s age, in accordance with 935 CMR 500.140(2).

In the event Blue Jay discovers any of its agents intentionally or negligently sold marijuana to an individual under the age of 21, the agent will be immediately terminated, and the Commission will be promptly notified, pursuant to 935 CMR 500.105(1)(m). Blue Jay will not hire any individuals who are under the age of 21 or who have been convicted of distribution of controlled substances to minors in the Commonwealth or a like violation of the laws in other jurisdictions, pursuant to 935 CMR 500.030(1).

Pursuant to 935 CMR 500.105(4), Blue Jay will not engage in any marketing, advertising or branding practices that are targeted to, deemed to appeal to or portray minors under the age of 21. Blue Jay will not engage in any advertising, marketing and branding by means of television, radio, internet, mobile applications, social media, or other electronic communication, billboard or other outdoor advertising, including sponsorship of charitable, sporting or similar events, unless at least 85% of the audience is reasonably expected to be 21 years of age or older as determined by reliable and current audience composition data. Blue Jay will not manufacture or sell any edible products that resemble a realistic or fictional human, animal or fruit, including artistic, caricature or cartoon renderings, pursuant to 935 CMR 500.150(1)(b). In accordance with 935 CMR 500.105(4)(a)(5), any marketing, advertising and branding materials for public viewing will include a warning stating, “**For use only by adults 21 years of age or older. Keep out of the reach of children. Marijuana can impair concentration, coordination and judgment. Do not operate a vehicle or machinery under the influence of marijuana. Please Consume Responsibly.**” Pursuant to 935 CMR 500.105(6)(b), Blue Jay packaging for any marijuana or marijuana products will not use bright colors, resemble existing branded products, feature cartoons or celebrities commonly used to market products to minors, feature images of minors or other words that refer to products commonly associated with minors or otherwise be attractive to minors. Blue Jay’s website will require all online visitors to verify they are 21 years of age or older prior to accessing the website, in accordance with 935 CMR 500.105(4)(b)(13).

QUALIFICATIONS AND TRAINING

The Blue Jay Botanicals, Inc. (“Blue Jay”) will ensure that all employees hired to work at a Blue Jay facility will be qualified to work as a marijuana establishment agent and properly trained to serve in their respective roles in a compliant manner.

Qualifications

In accordance with 935 CMR 500.030, a candidate for employment as a marijuana establishment agent must be 21 years of age or older. In addition, the candidate cannot have been convicted of a criminal 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.

Blue Jay will also ensure that its employees are suitable for registration consistent with the provisions of 935 CMR 500.802. In the event that Blue Jay discovers any of its agents are not suitable for registration as a marijuana establishment agent, the agent’s employment will be terminated, and Blue Jay will notify the Commission within one (1) business day that the agent is no longer associated with the establishment.

Training

As required by 935 CMR 500.105(2), and prior to performing job functions, each of Blue Jay’s agents will successfully complete a comprehensive training program that is tailored to the roles and responsibilities of the agent’s job function. Agent training will at least include the Responsible Vendor Training Program and eight (8) hours of on-going training annually.

All of Blue Jay’s current Owners, managers, and employees that are involved in the handling and sale of marijuana at the time of licensure or renewal of licensure will have attended and successfully completed the mandatory Responsible Vendor Training Program operated by an education provider accredited by the Commission to provide the annual minimum of three (3) hours of required training to marijuana establishment agents to be designated a “Responsible Vendor”. Once Blue Jay is designated a “Responsible Vendor”, all new employees involved in the handling and sale of marijuana will successfully complete a Responsible Vendor Training Program within 90 days of the date they are hired. After initial successful completion of a Response Vendor Training Program, each Owner, manager, and employee involved in the handling and sale of marijuana will successfully complete the program once every year thereafter to maintain designation as a “Responsible Vendor”.

Blue Jay will also encourage administrative employees who do not handle or sell marijuana to take the “Responsible Vendor” program on a voluntary basis to help ensure compliance. Blue Jay’s records of Responsible Vendor Training Program compliance will be maintained for at least four (4) years and made available during normal business hours for inspection by the Commission and any other applicable licensing authority on request.

As part of the Responsible Vendor Training Program, Blue Jay’s agents will receive training on a variety of topics relevant to marijuana establishment operations, including but not limited to the following:

1. Marijuana's effect on the human body, including:
 - Scientifically based evidence on the physical and mental health effects based on the type of Marijuana Product;
 - The amount of time to feel impairment;
 - Visible signs of impairment; and
 - Recognizing signs of impairment
2. Diversion prevention and prevention of sales to minors, including best practices;
3. Compliance with all tracking requirements;
4. Acceptable forms of identification, including:
 - How to check identification;
 - Spotting false identification;
 - Patient registration cards formerly and validly issued by the DPH or currently and validly issued by the Commission; and
 - Common mistakes made in verification
5. Other key state laws and rules affecting Owners, managers, and employees, including:
 - Local and state licensing and enforcement;
 - Incident and notification requirements;
 - Administrative and criminal liability;
 - License sanctions;
 - Waste disposal;
 - Health and safety standards;
 - Patrons prohibited from bringing marijuana onto licensed premises;
 - Permitted hours of sale;
 - Conduct of establishment;
 - Permitting inspections by state and local licensing and enforcement authorities;
 - Licensee responsibilities for activities occurring within licensed premises;
 - Maintenance of records;
 - Privacy issues; and
 - Prohibited purchases and practices.

QUALITY CONTROL AND TESTING

Quality Control

The Blue Jay Botanicals, Inc. (“Blue Jay”) will comply with the following sanitary requirements:

1. Any Blue Jay agent whose job includes contact with marijuana or nonedible marijuana products, including cultivation, production, or packaging, is subject to the requirements for food handlers specified in 105 CMR 300.000, and all edible marijuana products will be prepared, handled, and stored in compliance with the sanitation requirements in 105 CMR 590.000, and with the requirements for food handlers specified in 105 CMR 300.000.
2. Any Blue Jay agent working in direct contact with preparation of marijuana or nonedible marijuana products will conform to sanitary practices while on duty, including:
 - a. Maintaining adequate personal cleanliness; and
 - b. Washing hands thoroughly in an adequate hand-washing area before starting work, and at any other time when hands may have become soiled or contaminated.
3. Blue Jay’s hand-washing facilities will be adequate and convenient and will be furnished with running water at a suitable temperature. Hand-washing facilities will be located in Blue Jay’s production areas and where good sanitary practices require employees to wash and sanitize their hands, and will provide effective hand-cleaning and sanitizing preparations and sanitary towel service or suitable drying devices;
4. Blue Jay’s facility will have sufficient space for placement of equipment and storage of materials as is necessary for the maintenance of sanitary operations;
5. Blue Jay will ensure that litter and waste is properly removed and disposed of so as to minimize the development of odor and minimize the potential for the waste attracting and harboring pests. The operating systems for waste disposal will be maintained in an adequate manner pursuant to 935 CMR 500.105(12);
6. Blue Jay’s floors, walls, and ceilings will be constructed in such a manner that they may be adequately kept clean and in good repair;
7. Blue Jay’s facility will have adequate safety lighting in all processing and storage areas, as well as areas where equipment or utensils are cleaned;
8. Blue Jay’s buildings, fixtures, and other physical facilities will be maintained in a sanitary condition;
9. Blue Jay will ensure that all contact surfaces, including utensils and equipment, will be maintained in a clean and sanitary condition. Such 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. Equipment and utensils will be so designed and of such material and workmanship as to be adequately cleanable;
10. All toxic items will be identified, held, and stored in a manner that protects against contamination of marijuana products. Toxic items will not be stored in an area containing products used in the cultivation of marijuana. Blue Jay acknowledges and understands that the Commission may require Blue Jay to demonstrate the intended and actual use of any toxic items found on Blue Jay’s premises;

11. Blue Jay will ensure that its water supply is sufficient for necessary operations, and that any private water source will be capable of providing a safe, potable, and adequate supply of water to meet Blue Jay's needs;
12. Blue Jay's plumbing will be of adequate size and design, and adequately installed and maintained to carry sufficient quantities of water to required locations throughout the marijuana establishment. Plumbing will properly convey sewage and liquid disposable waste from the marijuana establishment. There will be no cross-connections between the potable and wastewater lines;
13. Blue Jay will provide its employees with adequate, readily accessible toilet facilities that are maintained in a sanitary condition and in good repair;
14. Blue Jay will hold all products that can support the rapid growth of undesirable microorganisms in a manner that prevents the growth of these microorganisms; and
15. Blue Jay will store and transport finished products under conditions that will protect them against physical, chemical, and microbial contamination, as well as against deterioration of finished products or their containers.

Blue Jay's vehicles and transportation equipment used in the transportation of marijuana products or edibles requiring temperature control for safety will be designed, maintained, and equipped as necessary to provide adequate temperature control to prevent the marijuana products or edibles from becoming unsafe during transportation, consistent with applicable requirements pursuant to 21 CFR 1.908(c).

Blue Jay will ensure that Blue Jay's facility is always maintained in a sanitary fashion and will comply with all applicable sanitary requirements.

Blue Jay will follow established policies and procedures for handling voluntary and mandatory recalls of marijuana products. Such procedures are sufficient to deal with recalls due to any action initiated at the request or order of the Commission, and any voluntary action by Blue Jay to remove defective or potentially defective marijuana products from the market, as well as any action undertaken to promote public health and safety.

Any inventory that becomes outdated, spoiled, damaged, deteriorated, mislabeled, or contaminated will be disposed of in accordance with the provisions of 935 CMR 500.105(12), and any such waste will be stored, secured, and managed in accordance with applicable state and local statutes, ordinances, and regulations.

Testing

Blue Jay will not sell or otherwise market marijuana or marijuana products that are not capable of being tested by Independent Testing Laboratories, except as allowed under 935 CMR 500.000. No marijuana product will be sold or otherwise marketed for adult use that has not first been tested by an Independent Testing Laboratory and deemed to comply with the standards required under 935 CMR 500.160.

Any Independent Testing Laboratory relied upon by Blue Jay for testing will be licensed or registered by the Commission and (i) currently and validly licensed under 935 CMR 500.101: *Application Requirements*, or formerly and validly registered by the Commission; (ii) accredited

to ISO 17025:2017 or the most current International Organization for Standardization 17025 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; (iii) independent financially from any Medical Marijuana Treatment Center, Marijuana Establishment or Licensee; and (iv) qualified to test marijuana and marijuana products, including marijuana-infused products, in compliance with M.G.L. c. 94C, § 34; M.G.L. c. 94G, § 15; 935 CMR 500.000: *Adult Use of Marijuana*; 935 CMR 501.000: *Medical Use of Marijuana*; and Commission protocol(s).

Testing of Blue Jay's marijuana products will be performed by an Independent Testing Laboratory in compliance with a protocol(s) established in accordance with M.G.L. c. 94G, § 15 and in a form and manner determined by the Commission, including but not limited to, the *Protocol for Sampling and Analysis of Finished Medical Marijuana Products and Marijuana-infused Products*. Testing of Blue Jay's environmental media will be performed in compliance with the *Protocol for Sampling and Analysis of Environmental Media for Massachusetts Registered Medical Marijuana Dispensaries* published by the Commission.

Blue Jay's marijuana will be tested for the cannabinoid profile and for contaminants as specified by the Commission including, but not limited to, mold, mildew, heavy metals, plant-growth regulators, and the presence of pesticides. Blue Jay acknowledges and understands that the Commission may require additional testing.

Blue Jay's policy of responding to laboratory results that indicate contaminant levels are above acceptable limits established in the protocols identified in 935 CMR 500.160(1) will include notifying the Commission (i) within 72 hours of any laboratory testing results indicating that the contamination cannot be remediated and disposing of the production batch and (ii) of any information regarding contamination as specified by the Commission immediately upon request by the Commission. Such notification will be from both Blue Jay and the Independent Testing Laboratory, separately and directly, and will describe a proposed plan of action for both the destruction of the contaminated product and the assessment of the source of contamination.

Blue Jay will maintain testing results in compliance with 935 CMR 500.000 *et seq* and the record keeping policies described herein and will maintain the results of all testing for no less than one year. Blue Jay acknowledges and understands that testing results will be valid for a period of one year, and that marijuana or marijuana products with testing dates in excess of one year shall be deemed expired and may not be dispensed, sold, transferred or otherwise conveyed until retested.

All transportation of marijuana to and from Independent Testing Laboratories providing marijuana testing services will comply with 935 CMR 500.105(13). All storage of Blue Jay's marijuana at a laboratory providing marijuana testing services will comply with 935 CMR 500.105(11). All excess marijuana will be disposed in compliance with 935 CMR 500.105(12), either by the Independent Testing Laboratory returning excess marijuana to Blue Jay for disposal or by the Independent Testing Laboratory disposing of it directly. All Single-servings of marijuana products will be tested for potency in accordance with 935 CMR 500.150(4)(a) and subject to a potency variance of no greater than plus/minus ten percent (+/- 10%). Any marijuana or marijuana products submitted for retesting prior to remediation will be submitted to

an Independent Testing Laboratory other than the laboratory which provided the initial failed result. Marijuana submitted for retesting after documented remediation may be submitted to the same Independent Testing Laboratory that produced the initial failed testing result prior to remediation.

RECORDKEEPING PROCEDURES

General Overview

The Blue Jay Botanicals, Inc. (“Blue Jay”) has established policies regarding recordkeeping and record-retention in order to ensure the maintenance, safe keeping, and accessibility of critical documents. Electronic and wet signatures are accepted forms of execution of Blue Jay documents. Records will be stored at Blue Jay in a locked room designated for record retention. All written records will be available for inspection by the Commission upon request.

Recordkeeping

To ensure that Blue Jay is keeping and retaining all records as noted in this policy, reviewing Corporate Records, Business Records, and Personnel Records to ensure completeness, accuracy, and timeliness of such documents will occur as part of Blue Jay’s quarter-end closing procedures. In addition, Blue Jay’s operating procedures will be updated on an ongoing basis as needed and undergo a review by the executive management team on an annual basis.

- Corporate Records

Corporate Records are defined as those records that require, at a minimum, annual reviews, updates, and renewals, including:

- Insurance Coverage:
 - Directors & Officers Policy
 - Product Liability Policy
 - General Liability Policy
 - Umbrella Policy
 - Workers Compensation Policy
 - Employer Professional Liability Policy
- Third-Party Laboratory Contracts
- Commission Requirements:
 - Annual Agent Registration
 - Annual Marijuana Establishment Registration
- Local Compliance:
 - Certificate of Occupancy
 - Special Permits
 - Variances
 - Site Plan Approvals
 - As-Built Drawings
- Corporate Governance:
 - Annual Report
 - Secretary of Commonwealth Filings

- Business Records

Business Records require ongoing maintenance and updates. These records can be electronic or hard copy (preferably electronic) and at minimum include:

- Assets and liabilities;
- Monetary transactions;
- Books of accounts, which will include journals, ledgers, and supporting documents, agreements, checks, invoices, and vouchers;
- Sales records including the quantity, form, and cost of marijuana products;

- Salary and wages paid to each employee, or stipend, executive compensation, bonus, benefit, or item of value paid to any persons having direct or indirect control over Blue Jay.
- Personnel Records
 - At a minimum, Personnel Records will include:
 - Job descriptions for each agent and volunteer position, as well as organizational charts consistent with the job descriptions;
 - A personnel record for each marijuana establishment agent. Such records will be maintained for at least twelve (12) months after termination of the agent's affiliation with Blue Jay and will include, at a minimum, the following:
 - All materials submitted to the Commission pursuant to 935 CMR 500.030(2);
 - Documentation of verification of references;
 - The job description or employment contract that includes duties, authority, responsibilities, qualifications, and supervision;
 - 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;
 - Documentation of periodic performance evaluations; and
 - A record of any disciplinary action taken.
 - Notice of completed responsible vendor and eight-hour related duty training.
 - A staffing plan that will demonstrate accessible business hours and safe cultivation conditions;
 - Personnel policies and procedures; and
 - All background check reports obtained in accordance with 935 CMR 500.030: Registration of Marijuana Establishment Agents 803 CMR 2.00: Criminal Offender Record Information (CORI).
- Handling and Testing of Marijuana Records
 - Blue Jay will maintain the results of all testing for a minimum of one (1) year.
- Inventory Records
 - The record of each inventory will include, at a minimum, the date of the inventory, a summary of the inventory findings, and the names, signatures, and titles of the agents who conducted the inventory.
- Seed-to-Sale Tracking Records
 - Blue Jay will use Metrc as the seed-to-sale tracking software to maintain real-time inventory. The seed-to-sale tracking software inventory reporting will meet the requirements specified by the Commission and 935 CMR 500.105(8)(e), including, at a minimum, an inventory of marijuana plants; marijuana plant-seeds and clones in any phase of development such as propagation, vegetation, flowering; marijuana ready for dispensing; all marijuana products; and all damaged, defective, expired, or contaminated marijuana and marijuana products awaiting disposal.
- Sales Records for Marijuana Retailer

- Blue Jay will maintain records that it has performed a monthly analysis of its equipment and sales data to determine that no software has been installed that could be utilized to manipulate or alter sales data and that no other methodology has been employed to manipulate the sales data and produce such records on request to the Commission.
- Incident Reporting Records
 - Within ten (10) calendar days, Blue Jay will provide notice to the Commission of any incident described in 935 CMR 500.110(9)(a), by submitting an incident report in the form and manner determined by the Commission which details the circumstances of the event, any corrective action taken, and confirmation that the appropriate law enforcement authorities were notified within twenty-four (24) hours of discovering the breach or incident .
 - All documentation related to an incident that is reportable pursuant to 935 CMR 500.110(9)(a) will be maintained by Blue Jay for no less than one year or the duration of an open investigation, whichever is longer, and made available to the Commission and law enforcement authorities within Blue Jay's jurisdiction on request.
- Visitor Records
 - A visitor sign-in and sign-out log will be maintained at the security office. The log will include the visitor's name, address, organization or firm, date, time in and out, and the name of the authorized agent who will be escorting the visitor.
- Waste Disposal Records
 - When marijuana or marijuana products are disposed of, Blue Jay will create and maintain an electronic record of the date, the type and quantity disposed of or handled, the manner of disposal or other handling, the location of disposal or other handling, and the names of the two Blue Jay agents present during the disposal or other handling, with their signatures. Blue Jay will keep disposal records for at least three (3) years. This period will automatically be extended for the duration of any enforcement action and may be extended by an order of the Commission.
- Security Records
 - A current list of authorized agents and service personnel that have access to the surveillance room will be available to the Commission upon request.
 - Recordings from all video cameras which shall be enabled to record twenty-four (24) hours each day shall be available for immediate viewing by the Commission on request for at least the preceding ninety (90) calendar days or the duration of a request to preserve the recordings for a specified period of time made by the Commission, whichever is longer.
 - Recordings shall not be destroyed or altered and shall be retained as long as necessary if Blue Jay is aware of pending criminal, civil or administrative investigation or legal proceeding for which the recording may contain relevant information.
- Transportation Records
 - Blue Jay will retain all transportation manifests for a minimum of one (1) year and make them available to the Commission upon request.
- Vehicle Records (as applicable)

- Records that any and all of Blue Jay's vehicles are properly registered, inspected, and insured in the Commonwealth and shall be made available to the Commission on request.
- Agent Training Records
 - Documentation of all required training, including training regarding privacy and confidentiality requirements, and a signed statement of the individual indicating the date, time, and place he or she received the training, the topics discussed and the name and title of the presenter(s).
- Responsible Vendor Training
 - Blue Jay shall maintain records of Responsible Vendor Training Program compliance for four (4) years and make them available to inspection by the Commission and any other applicable licensing authority on request during normal business hours.
- Closure
 - In the event Blue Jay closes, all records will be kept for at least two (2) years at Blue Jay's expense in a form (electronic, hard copies, etc.) and location acceptable to the Commission. In addition, Blue Jay will communicate with the Commission during the closure process and accommodate any additional requests the Commission or other agencies may have.
- Written Operating Policies and Procedures

Policies and Procedures related to Blue Jay's operations will be updated on an ongoing basis as needed and undergo a review by the executive management team on an annual basis. Policies and Procedures will include the following:

 - Security measures in compliance with 935 CMR 500.110;
 - Employee security policies, including personal safety and crime prevention techniques;
 - A description of Blue Jay's hours of operation and after-hours contact information, which will be provided to the Commission, made available to law enforcement officials upon request, and updated pursuant to 935 CMR 500.000.
 - Storage of marijuana in compliance with 935 CMR 500.105(11);
 - 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;
 - Price list for Marijuana and Marijuana Products, and alternate price lists for patients with documented Verified Financial Hardship as defined in 501.002: *Definitions*, as required by 935 CMR 501.100(1)(f);
 - Procedures to ensure accurate recordkeeping, including inventory protocols in compliance with 935 CMR 500.105(8) and (9);
 - Plans for quality control, including product testing for contaminants in compliance with 935 CMR 500.160;
 - A staffing plan and staffing records in compliance with 935 CMR 500.105(9)(d);
 - Emergency procedures, including a disaster plan with procedures to be followed in case of fire or other emergencies;
 - Alcohol, smoke, and drug-free workplace policies;
 - A plan describing how confidential information will be maintained;
 - Policy for the immediate dismissal of any dispensary agent who has:

- Diverted marijuana, which will be reported to Law Enforcement Authorities and to the Commission;
 - Engaged in unsafe practices with regard to Blue Jay operations, which will be reported to the Commission; or
 - 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.
 - A list of all board of directors, members, and executives of Blue Jay, and members, if any, of the licensee must be made available upon request by any individual. This requirement may be fulfilled by placing this information on Blue Jay's website.
 - Policies and procedures for the handling of cash on Blue Jay premises including but not limited to storage, collection frequency and transport to financial institution(s), to be available upon inspection.
 - Policies and procedures to prevent the diversion of marijuana to individuals younger than 21 years old.
 - Policies and procedures for energy efficiency and conservation that will include:
 - 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;
 - Consideration of opportunities for renewable energy generation, including, where applicable, submission of building plans showing where energy generators could be placed on site, and an explanation of why the identified opportunities were not pursued, if applicable;
 - Strategies to reduce electric demand (such as lighting schedules, active load management and energy storage); and
 - Engagement with energy efficiency programs offered pursuant to M.G.L. c. 25 § 21, or through municipal lighting plants.
 - Policies and procedures to promote workplace safety consistent with applicable standards set by the Occupational Safety and Health Administration, including plans to identify and address any biological, chemical or physical hazards. Such policies and procedures shall include, at a minimum, a hazard communication plan, personal protective equipment assessment, a fire protection plan, and an emergency action plan.
- License Renewal Records
 - Blue Jay shall keep and submit as a component of the renewal application documentation that the establishment requested from its Host Community the records of any cost to a city or town reasonably related to the operation of the establishment, which would include the city's or town's anticipated and actual expenses resulting from the operation of the establishment in its community. The applicant shall provide a copy of the electronic or written request, which should include the date of the request, and either the substantive response(s) received or an attestation that no response was received from the city or town. The request should state that, in accordance with M.G.L. c. 94G, § 3(d), any cost to a city or

town imposed by the operation of a Marijuana Establishment or MTC shall be documented and considered a public record as defined by M.G.L. c. 4, § 7, cl. 26.

Record-Retention

Blue Jay will meet Commission recordkeeping requirements and retain a copy of all records for two (2) years, unless otherwise specified in the regulations.

DIVERSITY PLAN

The Blue Jay Botanicals, Inc. (“Blue Jay”) believes in creating and sustaining a robust policy of inclusivity and diversity. Blue Jay recognizes that diversity in the workforce is key to the integrity of a company’s commitment to its community. Blue Jay is dedicated to promoting equity in its operations for diverse populations, which the Commission has identified as the following:

1. Minorities;
2. Women;
3. Veterans;
4. People with disabilities; and
5. People who identify as LGBTQ+.

To support such populations, Blue Jay has created the following Diversity Plan (the “Plan”) and has identified and created goals/programs to promote equity in Blue Jay’s operations.

Goals

In order for Blue Jay to promote equity for the above-listed groups in its operations, Blue Jay has established a goal of increasing the number of individuals falling into the above- listed demographics working in the establishment through thoughtful recruitment initiatives and retaining employees by providing tools to ensure upward growth in the organization.

Diversity Recruitment and Sourcing

Blue Jay's recruitment efforts are designed to maintain a steady flow of qualified diverse applicants and includes the following steps:

- Advertising employment opportunities and career fairs in diverse publications or other mediums, including bilingual newspapers, networking groups for those who identify as minorities, women, veterans, people with disabilities, and people who identify as LGBTQ+, and posting job options on public boards. At least one (1) advertisement will occur whenever a job becomes available;
- Advertising employment opportunities and career fairs with organizations serving minorities, women, people who identify as LGBTQ+, veterans, and persons with disabilities for employment referrals. At least one (1) advertisement will occur whenever a job becomes available;
- Providing at least one (1) briefing to representatives from recruitment sources concerning current and future job openings whenever a job opening becomes available;
- Encouraging employees from diverse groups to refer applicants for employment;

- Participating in career day programs by sending at least (2) Blue Jay's employees to career day programs and encouraging Blue Jay's diverse employees to participate whenever possible; and
- Blue Jay hopes to host at least one (1) job fair annually with at least 25% of all open positions filled with applicants hired from the fair, subject to the suitability of the applicants, and will specifically make best efforts to hire at least 50% employees that are women, 20% candidates that are minorities and 10% employees that identify as veterans, LGBTQ, and with a disability.¹

Employee Retention, Training and Development

Perhaps the most critical element of maintaining a diverse and inclusive workforce is keeping the pathways to professional development and promotion open for all employees. Therefore, Blue Jay's mentoring, training, and professional development programs are structured with the intention of finding, fostering, and promoting diverse employees.

Blue Jay will offer promotions, career counseling, and training to provide all (100%) employees with equal opportunity for growth and to decrease turnover. Blue Jay will ensure that all employees are given equal opportunities for promotion by communicating opportunities, training programs, and clearly-defined job descriptions Blue Jay will ensure that all employees receive equal opportunity for career counseling, counsel employees on advancement opportunities, and provide training programs to assist them in career development. Training programs will be both internal and external to the company and cannabis industry, and may include topics such as: marijuana cultivation techniques, product manufacturing techniques, retail practices, compliance, writing, management training, and industry seminars provided at annual conferences such as MJBizCon. Blue Jay anticipates hosting quarterly educational trainings.

Measuring Progress

The Director of Human Resources at Blue Jay will be responsible for auditing the Diversity Plan annually prior to license renewal. The audit report setting forth the Company's performance in fulfilling the goals of the Plan will contain:

- Whether Blue Jay hired at least 50% employees that are women, 20% candidates that are minorities and 10% employees that identify as veterans, LGBTQ+, or with a disability.
- A comprehensive description of all efforts made by Blue Jay to monitor and enforce the Diversity Plan;
- Number of individuals from the above-referenced demographic groups who were hired and retained after the issuance of a license;
- Number of promotions of people falling into the above-listed demographics since initial licensure;
- Number of positions created since initial licensure;
- Number of and type of information sessions held or participated in with supporting documentation.

¹ The above goals and percentages were provided at the Commission's request. Any documentation evidencing such hiring goals will be collected in accordance with applicable employment law standards. These percentages are intended to represent the company's efforts for hiring a diverse workforce; however, the company is limited in its ability to confirm the ultimate percentages of these demographics in its workforce due to applicable employment and labor laws.

Acknowledgements

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