



# Massachusetts Cannabis Control Commission

## Marijuana Cultivator

### General Information:

License Number: MC283066  
Original Issued Date: 07/27/2021  
Issued Date: 07/27/2021  
Expiration Date: 07/27/2022

## ABOUT THE MARIJUANA ESTABLISHMENT

Business Legal Name: Sira Naturals, Inc.

Phone Number: 508-422-0145 Email Address: jcrowford@publicpolicylaw.com

Business Address 1: 300 Trade Center Drive Business Address 2: Suite 700

Business City: Woburn Business State: MA Business Zip Code: 01801

Mailing Address 1: 300 Trade Center Drive Mailing Address 2: Suite 700

Mailing City: Woburn Mailing State: MA Mailing Zip Code: 01801

## CERTIFIED DISADVANTAGED BUSINESS ENTERPRISES (DBES)

Certified Disadvantaged Business Enterprises (DBEs): Not a DBE

## PRIORITY APPLICANT

Priority Applicant: yes

Priority Applicant Type: RMD Priority

Economic Empowerment Applicant Certification Number:

RMD Priority Certification Number: RP201855

## RMD INFORMATION

Name of RMD: Sira Naturals, Inc.

Department of Public Health RMD Registration Number: RMD-245

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

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

If no, describe the circumstances below:

## PERSONS WITH DIRECT OR INDIRECT AUTHORITY

Person with Direct or Indirect Authority 1

Percentage Of Ownership: Percentage Of Control: 20

Role: Director Other Role:

First Name: Louis Last Name: Karger Suffix:

Gender: Male User Defined Gender:

What is this person's race or ethnicity?: Decline to Answer

Specify Race or Ethnicity:

Person with Direct or Indirect Authority 2

Percentage Of Ownership: Percentage Of Control: 20

Role: Director Other Role:

First Name: David Last Name: Rosenberg Suffix:

Gender: Male User Defined Gender:

What is this person's race or ethnicity?: Decline to Answer

Specify Race or Ethnicity:

Person with Direct or Indirect Authority 3

Percentage Of Ownership: Percentage Of Control: 20

Role: Director Other Role:

First Name: Eric Last Name: Wardrop Suffix:

Gender: Male User Defined Gender:

What is this person's race or ethnicity?: Decline to Answer

Specify Race or Ethnicity:

Person with Direct or Indirect Authority 4

Percentage Of Ownership: Percentage Of Control: 20

Role: Director Other Role:

First Name: Jonathan Last Name: Sandelman Suffix:

Gender: Male User Defined Gender:

What is this person's race or ethnicity?: Decline to Answer

Specify Race or Ethnicity:

Person with Direct or Indirect Authority 5

Percentage Of Ownership: Percentage Of Control:

Role: Director Other Role:

First Name: Jennifer Last Name: Drake Suffix:

Gender: Female User Defined Gender:

What is this person's race or ethnicity?: Decline to Answer

Specify Race or Ethnicity:

Person with Direct or Indirect Authority 6

Percentage Of Ownership: Percentage Of Control:

Role: Director Other Role:

First Name: Charles Last Name: Miles Suffix:

Gender: Male User Defined Gender:

What is this person's race or ethnicity?: Decline to Answer

Specify Race or Ethnicity:

Person with Direct or Indirect Authority 7

Percentage Of Ownership: Percentage Of Control:

Role: Director Other Role:

Date generated: 09/24/2021

First Name: Mark Last Name: Pitchford Suffix:  
Gender: Male User Defined Gender:  
What is this person's race or ethnicity?: Decline to Answer  
Specify Race or Ethnicity:

Person with Direct or Indirect Authority 8

Percentage Of Ownership: Percentage Of Control:  
Role: Director Other Role:  
First Name: Chris Last Name: Burggraeve Suffix:  
Gender: Male User Defined Gender:  
What is this person's race or ethnicity?: Decline to Answer  
Specify Race or Ethnicity:

Person with Direct or Indirect Authority 9

Percentage Of Ownership: Percentage Of Control:  
Role: Executive / Officer Other Role:  
First Name: Brad Last Name: Asher Suffix:  
Gender: Male User Defined Gender:  
What is this person's race or ethnicity?: Decline to Answer  
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: CSCA Acquisitions, Inc. Entity DBA: DBA  
City:  
Entity Description: CSAC Acquisitions, Inc. is a Nevada corporation engaged in the business of holding interests in cannabis entities  
Foreign Subsidiary Narrative:  
Entity Phone: 917-513-6418 Entity Email: Entity Website:  
jsandelman@mercerparklp.com  
Entity Address 1: 8275 South Eastern Avenue Entity Address 2: #200  
Entity City: Las Vegas Entity State: NV Entity Zip Code: 89123  
Entity Mailing Address 1: 8275 South Eastern Avenue Entity Mailing Address 2: #200  
Entity Mailing City: Las Vegas Entity Mailing State: NV Entity Mailing Zip Code:  
89123  
Relationship Description: Owner of Sira Naturals, Inc.

Entity with Direct or Indirect Authority 2

Percentage of Control: 100 Percentage of Ownership: 100  
Entity Legal Name: CSAC Holdings, Inc. Entity DBA: DBA  
City:  
Entity Description: CSAC Holdings, Inc. is a Nevada corporations engaged in the business of directly or indirectly holding interests in cannabis entities in the United States  
Foreign Subsidiary Narrative:  
Entity Phone: 917-513-6418 Entity Email: Entity Website:  
jsandelman@mercerparklp.com

Entity Address 1: 8275 South Eastern Avenue

Entity Address 2: #200

Entity City: Las Vegas

Entity State: NV

Entity Zip Code: 89123

Entity Mailing Address 1: 8275 South Eastern Avenue

Entity Mailing Address 2: #200

Entity Mailing City: Las Vegas

Entity Mailing State: NV

Entity Mailing Zip

Code: 89123

**Relationship Description:** CSAC Holdings, Inc. has 100% of the voting control and CSAC Percentage of the entire ownership of the CSAC Acquisition, Inc.

Entity with Direct or Indirect Authority 3

Percentage of Control: 10

Percentage of Ownership: 10

Entity Legal Name: Mercer Park CB, LP

Entity DBA:

DBA

City:

**Entity Description:** Mercer Park CB, LP is a Delaware limited partnership formed for the purpose of being engaged in the business of holding interests in cannabis entities

**Foreign Subsidiary Narrative:**

Entity Phone: 917-513-6418

Entity Email:

Entity Website:

jsandelman@mercerparklp.com

Entity Address 1: 590 Madison Avenue

Entity Address 2: 26th Flor

Entity City: New York

Entity State: NY

Entity Zip Code: 10022

Entity Mailing Address 1: 590 Madison Avenue

Entity Mailing Address 2: 26th Floor

Entity Mailing City: New York

Entity Mailing State: NY

Entity Mailing Zip Code:

10022

**Relationship Description:** Mercer Park CB LP owns in excess of 10% of Cannabis Strategies Acquisition Corp and 63% of the voting power over Cannabis Strategies Acquisition Corp.

Entity with Direct or Indirect Authority 4

Percentage of Control:

Percentage of Ownership:

Entity Legal Name: Mercer Park CB GP, LLC

Entity DBA:

DBA

City:

**Entity Description:** Mercer Park CB GP, LLC is a Delaware limited liability company former for the purpose of being the general partner of Mercer Park CB, LP

**Foreign Subsidiary Narrative:**

Entity Phone: 917-513-6418

Entity Email:

Entity Website:

jsandelman@mercerparklp.com

Entity Address 1: 590 Madison Avenue

Entity Address 2: 26th Floor

Entity City: New York

Entity State: NY

Entity Zip Code: 10022

Entity Mailing Address 1: 590 Madison Avenue

Entity Mailing Address 2: 26th Floor

Entity Mailing City: New York

Entity Mailing State: NY

Entity Mailing Zip

Code: 10022

**Relationship Description:** Mercer Park CB GP, LLC is the sole general partner of Mercer Park CB LP

CLOSE ASSOCIATES AND MEMBERS

No records found

CAPITAL RESOURCES - INDIVIDUALS

No records found

CAPITAL RESOURCES - ENTITIES

Entity Contributing Capital 1

Entity Legal Name: Sira Naturals, Inc. Entity DBA:  
Email: lkarger@siranaturals.org Phone: 717-319-8546  
Address 1: 300 Trade Center Drive Address 2:  
City: Woburn State: MA Zip Code: 01801  
Types of Capital: Monetary/Equity Other Type of Capital: Total Value of Capital Provided: \$100000 Percentage of Initial Capital: 100  
Capital Attestation: Yes

BUSINESS INTERESTS IN OTHER STATES OR COUNTRIES

Business Interest in Other State 1

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

Owner First Name: Owner Last Name: Owner Suffix:  
Entity Legal Name: Tahoe-Reno Botanicals, LLC Entity DBA: KYND Cannabis Company  
Entity Description: Cannabis Cultivation  
Entity Phone: Entity Email: Entity Website:  
775-786-0100 info@washowellness.com  
Entity Address 1: 1645 Crane Way Entity Address 2:  
Entity City: Sparks Entity State: NV Entity Zip Code: 89431 Entity Country: USA  
Entity Mailing Address 1: 1645 Crane Way Entity Mailing Address 2:  
Entity Mailing City: Sparks Entity Mailing State: NV Entity Mailing Zip Code: Entity Mailing Country:  
89431 USA

Business Interest in Other State 2

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

Owner First Name: Owner Last Name: Owner Suffix:  
Entity Legal Name: Tahoe-Reno Extractions, LLC Entity DBA: KYND Cannabis Company  
Entity Description: Cannabis manufacturing and production  
Entity Phone: Entity Email: Entity Website:  
775-786-0100 info@washowellness.com  
Entity Address 1: 1645 Crane Way Entity Address 2:  
Entity City: Sparks Entity State: NV Entity Zip Code: 89431 Entity Country: USA  
Entity Mailing Address 1: 1645 Crane Way Entity Mailing Address 2:  
Entity Mailing City: Sparks Entity Mailing State: NV Entity Mailing Zip Code: Entity Mailing Country:  
89431 USA

Business Interest in Other State 3

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

Owner First Name: Owner Last Name: Owner Suffix:  
Entity Legal Name: Kynd-Strainz, LLC Entity DBA:  
Entity Description: Dispensary  
Entity Phone: Entity Email: Entity Website:  
775-686-6968 info@myntcannabis.com  
Entity Address 1: 132 E. 2nd Street Entity Address 2:  
Entity City: Reno Entity State: NV Entity Zip Code: 89501 Entity Country: USA  
Entity Mailing Address 1: 132 E. 2nd Street Entity Mailing Address 2:

Entity Mailing City: Reno      Entity Mailing State: NV      Entity Mailing Zip Code: 89501      Entity Mailing Country: USA

Business Interest in Other State 4

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

Owner First Name:      Owner Last Name:      Owner Suffix:

Entity Legal Name: Lemon Aide, LLC      Entity DBA:

Entity Description: Dispensary

Entity Phone:      Entity Email:      Entity Website:  
775-686-6968      info@myntcannabis.com

Entity Address 1: 340 Lemmon Drive      Entity Address 2:

Entity City: Reno      Entity State: NV      Entity Zip Code: 89506      Entity Country: USA

Entity Mailing Address 1: 340 Lemmon Drive      Entity Mailing Address 2:

Entity Mailing City: Reno      Entity Mailing State: NV      Entity Mailing Zip Code: 89506      Entity Mailing Country: USA

Business Interest in Other State 5

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

Owner First Name:      Owner Last Name:      Owner Suffix:

Entity Legal Name: LivFree Wellness LLC      Entity DBA: The Dispensary

Entity Description: Dispensary

Entity Phone:      Entity Email:      Entity Website:  
702-476-0420      info@thedispensarynv.com

Entity Address 1: 100 W. Plumb Lane      Entity Address 2:

Entity City: Reno      Entity State: NV      Entity Zip Code: 89509      Entity Country: USA

Entity Mailing Address 1: 100 W. Plumb Lane      Entity Mailing Address 2:

Entity Mailing City: Reno      Entity Mailing State: NV      Entity Mailing Zip Code: 89509      Entity Mailing Country: USA

Business Interest in Other State 6

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

Owner First Name:      Owner Last Name:      Owner Suffix:

Entity Legal Name: LivFree Wellness LLC      Entity DBA: The Dispensary

Entity Description: Dispensary

Entity Phone: 702-476-0420      Entity Email:      Entity Website:  
info@thedispensaryny.com

Entity Address 1: 50 Gibson Road      Entity Address 2: #170

Entity City: Henderson      Entity State: NV      Entity Zip Code: 89014      Entity Country: USA

Entity Mailing Address 1: 50 Gibson Road      Entity Mailing Address 2: #170

Entity Mailing City:      Entity Mailing State: NV      Entity Mailing Zip Code:      Entity Mailing Country:  
Henderson      89014      USA

Business Interest in Other State 7

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

Owner First Name:      Owner Last Name:      Owner Suffix:

Entity Legal Name: LivFree Wellness LLC      Entity DBA: The Dispensary

**Entity Description:** Dispensary

**Entity Phone:** 702-476-0420 **Entity Email:**  
info@thedispensaryny.com

**Entity Website:**

**Entity Address 1:** 5347 S Decatur Blvd #100

**Entity Address 2:**

**Entity City:** Las Vegas **Entity State:** NV

**Entity Zip Code:** 89118

**Entity Country:** USA

**Entity Mailing Address 1:** 5347 S Decatur Blvd #100

**Entity Mailing Address 2:**

**Entity Mailing City:** Las Vegas **Entity Mailing State:** NV

**Entity Mailing Zip Code:**  
89118

**Entity Mailing Country:**  
USA

**Business Interest in Other State 8**

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

**Owner First Name:** **Owner Last Name:** **Owner Suffix:**

**Entity Legal Name:** LivFree Wellness LLC **Entity DBA:**

**Entity Description:** Cannabis cultivation, production and manufacturing

**Entity Phone:** 702-476-0420 **Entity Email:**  
info@thedispensarynv.com

**Entity Website:**

**Entity Address 1:** 3900 Ponderosa Way

**Entity Address 2:**

**Entity City:** Las Vegas **Entity State:** NV

**Entity Zip Code:** 89118

**Entity Country:** USA

**Entity Mailing Address 1:** 3900 Ponderosa Way

**Entity Mailing Address 2:**

**Entity Mailing City:** Las Vegas **Entity Mailing State:** NV

**Entity Mailing Zip Code:**  
89118

**Entity Mailing Country:**  
USA

**Business Interest in Other State 9**

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

**Owner First Name:** **Owner Last Name:** **Owner Suffix:**

**Entity Legal Name:** LivFree Wellness LLC **Entity DBA:**

**Entity Description:** Cannabis cultivation, production and manufacturing

**Entity Phone:** 702-476-0420 **Entity Email:**  
info@thedispensarynv.com

**Entity Website:**

**Entity Address 1:** 435 Eureka Avenue

**Entity Address 2:**

**Entity City:** Reno **Entity State:** NV

**Entity Zip Code:** 89512

**Entity Country:** USA

**Entity Mailing Address 1:** 435 Eureka Avenue

**Entity Mailing Address 2:**

**Entity Mailing City:** Reno **Entity Mailing State:** NV

**Entity Mailing Zip Code:**  
89512

**Entity Mailing Country:**  
USA

**Business Interest in Other State 10**

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

**Owner First Name:** **Owner Last Name:** **Owner Suffix:**

**Entity Legal Name:** CannaPunch of Nevada LLC **Entity DBA:**

**Entity Description:** Cannabis extraction, manufacturing and distribution

**Entity Phone:** 702-749-6437 **Entity Email:**  
hrnv@cannapunch.com

**Entity Website:**

**Entity Address 1:** 3790 Paradise Road

**Entity Address 2:**

**Entity City:** Las Vegas **Entity State:** NV

**Entity Zip Code:** 89169

**Entity Country:** USA

**Entity Mailing Address 1:** 3790 Paradise Road

**Entity Mailing Address 2:**

**Entity Mailing City:** Las Vegas **Entity Mailing State:** NV

**Entity Mailing Zip Code:**

**Entity Mailing Country:**

**DISCLOSURE OF INDIVIDUAL INTERESTS**

## Individual 1

First Name: Louis

Last Name: Karger

Suffix:

Marijuana Establishment Name: Sira Natural, Inc.

Business Type: Marijuana Cultivator

Marijuana Establishment City: Milford

Marijuana Establishment State: MA

## Individual 2

First Name: Louis

Last Name: Karger

Suffix:

Marijuana Establishment Name: Sira Natural, Inc.

Business Type: Marijuana Cultivator

Marijuana Establishment City: Milford

Marijuana Establishment State: MA

## Individual 3

First Name: Louis

Last Name: Karger

Suffix:

Marijuana Establishment Name: Sira Natural, Inc.

Business Type: Marijuana Product Manufacture

Marijuana Establishment City: Milford

Marijuana Establishment State: MA

## Individual 4

First Name: Louis

Last Name: Karger

Suffix:

Marijuana Establishment Name: Sira Natural, Inc.

Business Type: Marijuana Transporter with Other Existing ME License

Marijuana Establishment City: Milford

Marijuana Establishment State: MA

## Individual 5

First Name: David

Last Name: Rosenberg

Suffix:

Marijuana Establishment Name: Sira Naturals, Inc.

Business Type: Marijuana Cultivator

Marijuana Establishment City: Milford

Marijuana Establishment State: MA

## Individual 6

First Name: David

Last Name: Rosenberg

Suffix:

Marijuana Establishment Name: Sira Naturals, Inc.

Business Type: Marijuana Cultivator

Marijuana Establishment City: Milford

Marijuana Establishment State: MA

## Individual 7

First Name: David

Last Name: Rosenberg

Suffix:

Marijuana Establishment Name: Sira Naturals, Inc

Business Type: Marijuana Product Manufacture

Marijuana Establishment City: Milford

Marijuana Establishment State:

MA

## Individual 8

First Name: David

Last Name: Rosenberg

Suffix:

Marijuana Establishment Name: Sira Naturals, Inc.

Business Type: Marijuana Transporter with Other Existing ME License

Marijuana Establishment City: Milford

Marijuana Establishment State: MA

## Individual 9

First Name: Eric

Last Name: Wardrop

Suffix:

Marijuana Establishment Name: Sira Naturals, Inc.

Business Type: Marijuana Cultivator

Marijuana Establishment City: Milford

Marijuana Establishment State: MA

## Individual 10

**First Name:** Eric                      **Last Name:** Wardrop                      **Suffix:**  
**Marijuana Establishment Name:** Sira Naturals, Inc.                      **Business Type:** Marijuana Cultivator  
**Marijuana Establishment City:** Milford                      **Marijuana Establishment State:** MA

Individual 11

**First Name:** Eric                      **Last Name:** Wardrop                      **Suffix:**  
**Marijuana Establishment Name:** Sira Naturals, Inc.                      **Business Type:** Marijuana Product Manufacture  
**Marijuana Establishment City:** Milford                      **Marijuana Establishment State:** MA

Individual 12

**First Name:** Eric                      **Last Name:** Wardrop                      **Suffix:**  
**Marijuana Establishment Name:** Sira Naturals, Inc.                      **Business Type:** Marijuana Transporter with Other Existing ME License  
**Marijuana Establishment City:** Milford                      **Marijuana Establishment State:** MA

Individual 13

**First Name:** Jonathan                      **Last Name:** Sandelman                      **Suffix:**  
**Marijuana Establishment Name:** Sira Naturals, Inc.                      **Business Type:** Marijuana Cultivator  
**Marijuana Establishment City:** Milford                      **Marijuana Establishment State:** MA

Individual 14

**First Name:** Jonathan                      **Last Name:** Sandelman                      **Suffix:**  
**Marijuana Establishment Name:** Sira Naturals, Inc.                      **Business Type:** Marijuana Cultivator  
**Marijuana Establishment City:** Milford                      **Marijuana Establishment State:** MA

Individual 15

**First Name:** Jonathan                      **Last Name:** Sandelman                      **Suffix:**  
**Marijuana Establishment Name:** Sira Naturals, Inc.                      **Business Type:** Marijuana Product Manufacture  
**Marijuana Establishment City:** Milford                      **Marijuana Establishment State:** MA

Individual 16

**First Name:** Jonathan                      **Last Name:** Sandelman                      **Suffix:**  
**Marijuana Establishment Name:** Sira Naturals, Inc.                      **Business Type:** Marijuana Transporter with Other Existing ME License  
**Marijuana Establishment City:** Milford                      **Marijuana Establishment State:** MA

Individual 17

**First Name:** Jennifer                      **Last Name:** Drake                      **Suffix:**  
**Marijuana Establishment Name:** Sira Naturals, Inc                      **Business Type:** Marijuana Cultivator  
**Marijuana Establishment City:** Milford                      **Marijuana Establishment State:** MA

Individual 18

**First Name:** Jennifer                      **Last Name:** Drake                      **Suffix:**  
**Marijuana Establishment Name:** Sira Naturals, Inc.                      **Business Type:** Marijuana Cultivator  
**Marijuana Establishment City:** Milford                      **Marijuana Establishment State:** MA

Individual 19

**First Name:** Jennifer                      **Last Name:** Drake                      **Suffix:**  
**Marijuana Establishment Name:** Sira Naturals, Inc.                      **Business Type:** Marijuana Product Manufacture  
**Marijuana Establishment City:** Milford                      **Marijuana Establishment State:**  
MA

Individual 20

**First Name:** Jennifer                      **Last Name:** Drake                      **Suffix:**  
**Marijuana Establishment Name:** Sira Naturals, Inc.      **Business Type:** Marijuana Transporter with Other Existing ME License  
**Marijuana Establishment City:** Milford                      **Marijuana Establishment State:** MA

Individual 21

**First Name:** Charles                      **Last Name:** Miles                      **Suffix:**  
**Marijuana Establishment Name:** Sira Naturals, Inc.      **Business Type:** Marijuana Cultivator  
**Marijuana Establishment City:** Milford                      **Marijuana Establishment State:** MA

Individual 22

**First Name:** Charles                      **Last Name:** Miles                      **Suffix:**  
**Marijuana Establishment Name:** Sira Naturals, Inc.      **Business Type:** Marijuana Cultivator  
**Marijuana Establishment City:** Milford                      **Marijuana Establishment State:** MA

Individual 23

**First Name:** Charles                      **Last Name:** Miles                      **Suffix:**  
**Marijuana Establishment Name:** Sira Naturals, Inc.      **Business Type:** Marijuana Product Manufacture  
**Marijuana Establishment City:** Milford                      **Marijuana Establishment State:** MA

Individual 24

**First Name:** Charles                      **Last Name:** Miles                      **Suffix:**  
**Marijuana Establishment Name:** Sira Naturals, Inc.      **Business Type:** Marijuana Transporter with Other Existing ME License  
**Marijuana Establishment City:** Milford                      **Marijuana Establishment State:** MA

Individual 25

**First Name:** Mark                      **Last Name:** Pitchford                      **Suffix:**  
**Marijuana Establishment Name:** Sira Naturals, Inc.      **Business Type:** Marijuana Cultivator  
**Marijuana Establishment City:** Milford                      **Marijuana Establishment State:** MA

Individual 26

**First Name:** Mark                      **Last Name:** Pitchford                      **Suffix:**  
**Marijuana Establishment Name:** Sira Naturals, Inc.      **Business Type:** Marijuana Cultivator  
**Marijuana Establishment City:** Milford                      **Marijuana Establishment State:** MA

Individual 27

**First Name:** Mark                      **Last Name:** Pitchford                      **Suffix:**  
**Marijuana Establishment Name:** Sira Naturals, Inc.      **Business Type:** Marijuana Product Manufacture  
**Marijuana Establishment City:** Milford                      **Marijuana Establishment State:** MA

Individual 28

**First Name:** Mark                      **Last Name:** Pitchford                      **Suffix:**  
**Marijuana Establishment Name:** Sira Naturals, Inc.      **Business Type:** Marijuana Transporter with Other Existing ME License  
**Marijuana Establishment City:** Milford                      **Marijuana Establishment State:** MA

Individual 29

**First Name:** Chris                      **Last Name:** Burggraeve                      **Suffix:**  
**Marijuana Establishment Name:** Sira Naturals, Inc.      **Business Type:** Marijuana Cultivator  
**Marijuana Establishment City:** Milford                      **Marijuana Establishment State:** MA

Individual 30

**First Name:** Chris                      **Last Name:** Burggraeve                      **Suffix:**  
**Marijuana Establishment Name:** Sira Naturals, Inc.                      **Business Type:** Marijuana Cultivator  
**Marijuana Establishment City:** Milford                      **Marijuana Establishment State:** MA

Individual 31

**First Name:** Chris                      **Last Name:** Burggraeve                      **Suffix:**  
**Marijuana Establishment Name:** Sira Naturals, Inc.                      **Business Type:** Marijuana Product Manufacture  
**Marijuana Establishment City:** Milford                      **Marijuana Establishment State:**  
MA

Individual 32

**First Name:** Chris                      **Last Name:** Burggraeve                      **Suffix:**  
**Marijuana Establishment Name:** Sira Naturals, Inc.                      **Business Type:** Marijuana Transporter with Other Existing ME License  
**Marijuana Establishment City:** Milford                      **Marijuana Establishment State:** MA

Individual 33

**First Name:** Brad                      **Last Name:** Asher                      **Suffix:**  
**Marijuana Establishment Name:** Sira Naturals, Inc.                      **Business Type:** Marijuana Cultivator  
**Marijuana Establishment City:** Milford                      **Marijuana Establishment State:** MA

Individual 34

**First Name:** Brad                      **Last Name:** Asher                      **Suffix:**  
**Marijuana Establishment Name:** Sira Naturals, Inc.                      **Business Type:** Marijuana Cultivator  
**Marijuana Establishment City:** Milford                      **Marijuana Establishment State:** MA

Individual 35

**First Name:** Brad                      **Last Name:** Asher                      **Suffix:**  
**Marijuana Establishment Name:** Sira Naturals, Inc.                      **Business Type:** Marijuana Product Manufacture  
**Marijuana Establishment City:** Milford                      **Marijuana Establishment State:** MA

Individual 36

**First Name:** Brad                      **Last Name:** Asher                      **Suffix:**  
**Marijuana Establishment Name:** Sira Naturals, Inc.                      **Business Type:** Marijuana Transporter with Other Existing ME License  
**Marijuana Establishment City:** Milford                      **Marijuana Establishment State:** MA

Individual 37

**First Name:** Louis                      **Last Name:** Karger                      **Suffix:**  
**Marijuana Establishment Name:** Sira Naturals, Inc.                      **Business Type:** Marijuana Retailer  
**Marijuana Establishment City:** Watertown                      **Marijuana Establishment State:** MA

Individual 38

**First Name:** David                      **Last Name:** Rosenberg                      **Suffix:**  
**Marijuana Establishment Name:** Sira Naturals, Inc.                      **Business Type:** Marijuana Retailer  
**Marijuana Establishment City:** Watertown                      **Marijuana Establishment State:** MA

Individual 39

**First Name:** Eric                      **Last Name:** Wardrop                      **Suffix:**  
**Marijuana Establishment Name:** Sira Naturals, Inc.                      **Business Type:** Marijuana Retailer  
**Marijuana Establishment City:** Watertown                      **Marijuana Establishment State:** MA

Individual 40

**First Name:** Jonathan                      **Last Name:** Sandelman                      **Suffix:**  
**Marijuana Establishment Name:** Sira Naturals, Inc.                      **Business Type:** Marijuana Retailer  
**Marijuana Establishment City:** Watertown                      **Marijuana Establishment State:** MA

Individual 41

**First Name:** Jennifer                      **Last Name:** Drake                      **Suffix:**  
**Marijuana Establishment Name:** Sira Naturals, Inc.                      **Business Type:** Marijuana Retailer  
**Marijuana Establishment City:** Watertown                      **Marijuana Establishment State:** MA

Individual 42

**First Name:** Charles                      **Last Name:** Miles                      **Suffix:**  
**Marijuana Establishment Name:** Sira Naturals, Inc.                      **Business Type:** Marijuana Retailer  
**Marijuana Establishment City:** Watertown                      **Marijuana Establishment State:** MA

Individual 43

**First Name:** Mark                      **Last Name:** Pitchford                      **Suffix:**  
**Marijuana Establishment Name:** Sira Naturals, Inc.                      **Business Type:** Marijuana Retailer  
**Marijuana Establishment City:** Watertown                      **Marijuana Establishment State:** MA

Individual 44

**First Name:** Chris                      **Last Name:** Burggraeve                      **Suffix:**  
**Marijuana Establishment Name:** Sira Naturals, Inc.                      **Business Type:** Marijuana Retailer  
**Marijuana Establishment City:** Watertown                      **Marijuana Establishment State:** MA

Individual 45

**First Name:** Brad                      **Last Name:** Asher                      **Suffix:**  
**Marijuana Establishment Name:** Sira Naturals, Inc.                      **Business Type:** Marijuana Retailer  
**Marijuana Establishment City:** Watertown                      **Marijuana Establishment State:** MA

Individual 46

**First Name:** Louis                      **Last Name:** Karger                      **Suffix:**  
**Marijuana Establishment Name:** Sira Naturals, Inc.                      **Business Type:** Marijuana Retailer  
**Marijuana Establishment City:** Somerville                      **Marijuana Establishment State:** MA

Individual 47

**First Name:** David                      **Last Name:** Rosenberg                      **Suffix:**  
**Marijuana Establishment Name:** Sira Naturals, Inc.                      **Business Type:** Marijuana Retailer  
**Marijuana Establishment City:** Somerville                      **Marijuana Establishment State:** MA

Individual 48

**First Name:** Eric                      **Last Name:** Wardrop                      **Suffix:**  
**Marijuana Establishment Name:** Sira Naturals, Inc.                      **Business Type:** Marijuana Retailer  
**Marijuana Establishment City:** Somerville                      **Marijuana Establishment State:** MA

Individual 49

**First Name:** Jonathan                      **Last Name:** Sandelman                      **Suffix:**  
**Marijuana Establishment Name:** Sira Naturals, Inc.                      **Business Type:** Marijuana Retailer  
**Marijuana Establishment City:** Somerville                      **Marijuana Establishment State:** MA

Individual 50

**First Name:** Jennifer                      **Last Name:** Drake                      **Suffix:**  
**Marijuana Establishment Name:** Sira Naturals, Inc.      **Business Type:** Marijuana Retailer  
**Marijuana Establishment City:** Somerville                      **Marijuana Establishment State:** MA

Individual 51

**First Name:** Charles                      **Last Name:** Miles                      **Suffix:**  
**Marijuana Establishment Name:** Sira Naturals, Inc.      **Business Type:** Marijuana Retailer  
**Marijuana Establishment City:** Somerville                      **Marijuana Establishment State:** MA

Individual 52

**First Name:** Mark                      **Last Name:** Pitchford                      **Suffix:**  
**Marijuana Establishment Name:** Sira Naturals, Inc.      **Business Type:** Marijuana Retailer  
**Marijuana Establishment City:** Somerville                      **Marijuana Establishment State:** MA

Individual 53

**First Name:** Chris                      **Last Name:** Burggraeve                      **Suffix:**  
**Marijuana Establishment Name:** Sira Naturals, Inc.      **Business Type:** Marijuana Retailer  
**Marijuana Establishment City:** Somerville                      **Marijuana Establishment State:** MA

Individual 54

**First Name:** Brad                      **Last Name:** Asher                      **Suffix:**  
**Marijuana Establishment Name:** Sira Naturals, Inc.      **Business Type:** Marijuana Retailer  
**Marijuana Establishment City:** Somerville                      **Marijuana Establishment State:** MA

Individual 55

**First Name:** Louis                      **Last Name:** Karger                      **Suffix:**  
**Marijuana Establishment Name:** Sira Naturals, Inc.      **Business Type:** Marijuana Product Manufacture  
**Marijuana Establishment City:** Milford                      **Marijuana Establishment State:** MA

Individual 56

**First Name:** David                      **Last Name:** Rosenberg                      **Suffix:**  
**Marijuana Establishment Name:** Sira Naturals, Inc.      **Business Type:** Marijuana Product Manufacture  
**Marijuana Establishment City:** Milford                      **Marijuana Establishment State:** MA

Individual 57

**First Name:** Eric                      **Last Name:** Wardrop                      **Suffix:**  
**Marijuana Establishment Name:** Sira Naturals, Inc.      **Business Type:** Marijuana Product Manufacture  
**Marijuana Establishment City:** Milford                      **Marijuana Establishment State:** MA

Individual 58

**First Name:** Jonathan                      **Last Name:** Sandelman                      **Suffix:**  
**Marijuana Establishment Name:** Sira Naturals, Inc.      **Business Type:** Marijuana Product Manufacture  
**Marijuana Establishment City:** Milford                      **Marijuana Establishment State:** MA

Individual 59

**First Name:** Jennifer                      **Last Name:** Drake                      **Suffix:**  
**Marijuana Establishment Name:** Sira Naturals, Inc.      **Business Type:** Marijuana Product Manufacture  
**Marijuana Establishment City:** Milford                      **Marijuana Establishment State:**  
MA



Document Category	Document Name	Type	ID	Upload Date
Plan for Positive Impact	Sira Naturals Plan for Positive Impact 4.7.21.pdf	pdf	606f6fcb518b4d4499415de6	04/08/2021

### ADDITIONAL INFORMATION NOTIFICATION

Notification:

### INDIVIDUAL BACKGROUND INFORMATION

#### Individual Background Information 1

Role: Director                      Other Role:  
 First Name: Louis                      Last Name: Karger    Suffix:  
 RMD Association: RMD Manager  
 Background Question: no

#### Individual Background Information 2

Role: Director                      Other Role:  
 First Name: David                      Last Name: Rosenberg    Suffix:  
 RMD Association: RMD Manager  
 Background Question: yes

#### Individual Background Information 3

Role: Director                      Other Role:  
 First Name: Eric                      Last Name: Wardrop    Suffix:  
 RMD Association: RMD Manager  
 Background Question: no

#### Individual Background Information 4

Role: Director                      Other Role:  
 First Name: Robert                      Last Name: Edelstein    Suffix:  
 RMD Association: RMD Manager  
 Background Question: no

#### Individual Background Information 5

Role: Director                      Other Role:  
 First Name: Jonathan                      Last Name: Sandelman    Suffix:  
 RMD Association: RMD Manager  
 Background Question: no

#### Individual Background Information 6

Role: Director                      Other Role: Director of parent company  
 First Name: Chris                      Last Name: Burggraeve    Suffix:  
 RMD Association: RMD Manager  
 Background Question: no

#### Individual Background Information 7

Role: Director                      Other Role: Director of parent company  
 First Name: Charles                      Last Name: Miles        Suffix:  
 RMD Association: RMD Manager

Date generated: 09/24/2021

Background Question: no

Individual Background Information 8

Role: Director Other Role: Director of parent company

First Name: Steve Last Name: Menzies Suffix:

RMD Association: RMD Manager

Background Question: no

Individual Background Information 9

Role: Executive / Officer Other Role: Executive parent company

First Name: Brad Last Name: Asher Suffix:

RMD Association: RMD Manager

Background Question: no

Individual Background Information 10

Role: Director Other Role: Director parent company

First Name: Mark Last Name: Pitchford Suffix:

RMD Association: RMD Manager

Background Question: no

Individual Background Information 11

Role: Director Other Role: Director parent company

First Name: Jennifer Last Name: Drake Suffix:

RMD Association: RMD Manager

Background Question: no

ENTITY BACKGROUND CHECK INFORMATION

Entity Background Check Information 1

Role: Parent Company Other Role:

Entity Legal Name: CSAC Acquisitions, Inc. Entity DBA:

Entity Description: Nevada corporation

Phone: 917-513-6418 Email: jsandelman@mercerparklp.com

Primary Business Address 1: 8275 South Eastern Avenue Primary Business Address 2: #200

Primary Business City: Las Vegas Primary Business State: NV Principal Business Zip Code: 89123

Additional Information:

Entity Background Check Information 2

Role: Parent Company Other Role:

Entity Legal Name: CSAC Holdings, Inc Entity DBA:

Entity Description: Nevada corporation

Phone: 917-513-6418 Email: jsandelman@mercerparklp.com

Primary Business Address 1: 8275 South Eastern Avenue Primary Business Address 2: #200

Primary Business City: Las Vegas Primary Business State: NV Principal Business Zip Code: 89123

Additional Information:

Entity Background Check Information 3

Role: Parent Company Other Role:

Date generated: 09/24/2021

**Entity Legal Name:** Ayr Strategies, Inc. **Entity DBA:**

**Entity Description:** Incorporated under the laws of the Province of Ontario, Canada

**Phone:** 917-513-6418 **Email:** jsandelman@mercerparklp.com

**Primary Business Address 1:** 590 Madison Avenue **Primary Business Address 2:** 26th Floor

**Primary Business City:** New York **Primary Business State:** NY **Principal Business Zip Code:** 10022

**Additional Information:**

[Entity Background Check Information 4](#)

**Role:** Parent Company **Other Role:**

**Entity Legal Name:** Mercer Park CB LP **Entity DBA:**

**Entity Description:** Delaware limited partnership

**Phone:** 917-513-6418 **Email:** jsandelman@mercerparklp.com

**Primary Business Address 1:** 590 Madison Avenue **Primary Business Address 2:** 26th Floor

**Primary Business City:** New York **Primary Business State:** NY **Principal Business Zip Code:** 10022

**Additional Information:**

[Entity Background Check Information 5](#)

**Role:** Parent Company **Other Role:**

**Entity Legal Name:** Mercer Park CB GP, LLC **Entity DBA:**

**Entity Description:** Delaware limited liability company

**Phone:** 917-513-6418 **Email:** jsandelman@mercerparklp.com

**Primary Business Address 1:** 590 Madison Avenue **Primary Business Address 2:** 26th Floor

**Primary Business City:** New York **Primary Business State:** NY **Principal Business Zip Code:** 10022

**Additional Information:**

**MASSACHUSETTS BUSINESS REGISTRATION**

Required Business Documentation:

Document Category	Document Name	Type	ID	Upload Date
Bylaws	Sira Naturals Bylaws.pdf	pdf	5ff276b416d57608051fb2d2	01/03/2021
Secretary of Commonwealth - Certificate of Good Standing	Cert of Good Standing_Dept UI_1.25.21.pdf	pdf	601196f6c6de99078eaaa236	01/27/2021
Department of Revenue - Certificate of Good standing	Cert of Good Standing_Dept of Revenue_2.25.21.pdf	pdf	6041160775f93835952ef24d	03/04/2021
Secretary of Commonwealth - Certificate of Good Standing	SoS Certificate of Good Standing 2.26.21.pdf	pdf	6041160893274435ba9e1857	03/04/2021
Articles of Organization	Articles of Organization 3.16.21.pdf	pdf	60539fd1694f45077ebc2b70	03/18/2021

No documents uploaded

**Massachusetts Business Identification Number:** 012345678

**Doing-Business-As Name:**

**DBA Registration City:**

**BUSINESS PLAN**

Business Plan Documentation:

**Date generated:** 09/24/2021

Document Category	Document Name	Type	ID	Upload Date
Business Plan	BUSINESS PLAN_2020 APPLICATIONS.pdf	pdf	5ff276f42027b107e8dc87cf	01/03/2021
Proposed Timeline	Sira Naturals Adult Use Milford Proposed Timeline M3.pdf	pdf	5ff2778589d382080d8ed60d	01/03/2021
Plan for Liability Insurance	Sira Liability Insurance Plan M3.pdf	pdf	60353630425ec707cc8178e5	02/23/2021

### OPERATING POLICIES AND PROCEDURES

Policies and Procedures Documentation:

Document Category	Document Name	Type	ID	Upload Date
Policies and Procedures for cultivating.	CV Cultivation SOP.pdf	pdf	5ff277e5eb00b107e4544783	01/03/2021
Restricting Access to age 21 and older	CV_PM Limiting Access to Age 21 and Older.pdf	pdf	5ff2781de826e207c07db2f1	01/03/2021
Security plan	SECURITY PLAN.pdf	pdf	5ff2783889d382080d8ed611	01/03/2021
Prevention of diversion	PREVENTION OF DIVERSION.pdf.pdf	pdf	5ff2787c79776c07d15e7385	01/03/2021
Storage of marijuana	CV_PM STORAGE OF MARIJUANA.pdf	pdf	5ff2788616d57608051fb2d7	01/03/2021
Transportation of marijuana	TRANSPORTATION OF MARIJUANA.pdf.pdf	pdf	5ff2789b9597d30802d2be93	01/03/2021
Inventory procedures	INVENTORY PROCEDURES.pdf	pdf	5ff278a4982b2307e1993a3f	01/03/2021
Quality control and testing	QUALITY CONTROL AND TESTING.pdf	pdf	5ff278b2e767d307ceee3dd6	01/03/2021
Personnel policies including background checks	PERSONNEL POLICIES INCLUDING BACKGROUND CHECKS.pdf	pdf	5ff278f209cfae0810fd2d9b	01/03/2021
Personnel policies including background checks	MAINTAINING OF FINANCIAL RECORDS_Non Retail.pdf	pdf	5ff27917841ecf07f32aa958	01/03/2021
Maintaining of financial records	PERSONNEL POLICIES INCLUDING BACKGROUND CHECKS.pdf	pdf	5ff2791979776c07d15e7389	01/03/2021
Record Keeping procedures	RECORD KEEPING PROCEDURES.pdf	pdf	5ff2792816d57608051fb2db	01/03/2021
Qualifications and training	QUALIFICATIONS AND TRAINING.pdf	pdf	5ff2794160fc2607ca6ad108	01/03/2021
Separating recreational from medical operations, if applicable	Policy for Separating Recreational from Medical Operations.pdf	pdf	5ff27af8e767d307ceee3ddc	01/03/2021
Energy Compliance Plan	CV Energy and Efficiency Plan.pdf	pdf	5ff27b3c09cfae0810fd2d9f	01/03/2021
Dispensing procedures	CV PM Dispensing Procedures.pdf	pdf	5ff3b2ea2027b107e8dc8c1e	01/04/2021
Diversity plan	Sira Naturals Diversity Plan 4.7.21.pdf	pdf	606f8a6b86f403457678bf9f	04/08/2021

### ATTESTATIONS

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

I understand that the regulations stated above require an applicant for licensure to list all executives, managers, persons or entities having direct or indirect authority over the management, policies, security operations or cultivation operations of the Marijuana Establishment; close

associates and members of the applicant, if any; and a list of all persons or entities contributing 10% or more of the initial capital to operate the Marijuana Establishment including capital that is in the form of land or buildings.: I Agree

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

I Agree

Notification:

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

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

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

#### ADDITIONAL INFORMATION NOTIFICATION

Notification:

#### COMPLIANCE WITH POSITIVE IMPACT PLAN

No records found

#### COMPLIANCE WITH DIVERSITY PLAN

No records found

#### HOURS OF OPERATION

Monday From: 6:00 AM	Monday To: 10:00 PM
Tuesday From: 6:00 AM	Tuesday To: 10:00 PM
Wednesday From: 6:00 AM	Wednesday To: 10:00 PM
Thursday From: 6:00 AM	Thursday To: 10:00 PM
Friday From: 6:00 AM	Friday To: 10:00 PM
Saturday From: 6:00 AM	Saturday To: 10:00 PM
Sunday From: 6:00 AM	Sunday To: 10:00 PM

# Host Community Agreement Certification Form

## Instructions

Certification of a host community agreement is a requirement of the application to become a Marijuana Establishment (ME) and Medical Marijuana Treatment Center (MTC). Applicants must complete items 1-3. The contracting authority for the municipality must complete items 4-8. Failure to complete a section will result in the application not being deemed complete. This form should be completed and uploaded into your application. 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(2) and 501.400(2).

## Certification

The parties listed below do certify that the applicant and municipality have executed a host community agreement on the specified date below pursuant to G.L. c. 94G § 3(d):

1. Name of applicant:

Sira Naturals, Inc.

2. Name of applicant’s authorized representative:

DAVID S. ROSENBERG. President

3. Signature of applicant’s authorized representative:



4. Name of municipality:

Town of Milford

5. Name of municipality’s contracting authority or authorized representative:

Richard A. Villani, Esq., Town Administrator



6. Signature of municipality's contracting authority or authorized representative:



7. Email address of contracting authority or authorized representative of the municipality (*this email address may be used to send municipal notices pursuant to 935 CMR 500.102(1) and 501.102(1).*):

Richard Villani <rvillani@townofmilford.com>;

8. Host community agreement execution date:

9/23/19



## SECOND AMENDMENT TO HOST COMMUNITY AGREEMENT

This SECOND AMENDMENT TO HOST COMMUNITY AGREEMENT (the "Second Amendment") is made as of the 23rd day of September 2019 (the "Effective Date") by and between the TOWN OF MILFORD (hereinafter referred to as the "Town"), a municipal corporation existing within the Commonwealth of Massachusetts with an address of 52 Main Street, Milford, Massachusetts 01757, and SIRA NATURALS, INC. (hereinafter referred to as the "Applicant") a Massachusetts corporation with a usual place of business located at 13 Commercial Way, Milford, Massachusetts 01757. The Town and the Applicant shall be collectively known herein as the "Parties".

### BACKGROUND

WHEREAS, on March 12, 2018, the Parties executed a HOST COMMUNITY AGREEMENT (the "Agreement") related to the Applicant's intent to operate a Marijuana Establishment at its current location of 13 Commercial Way, Milford, Massachusetts 01757 pursuant to M.G.L. Ch. 94G, which Agreement was amended by a First Amendment to the Host Agreement dated September 10, 2018 relating to the location of a portion of that intended Marijuana Establishment at a second location at One Industrial Road, Milford, Massachusetts for the purpose of cultivation, product manufacture, research, and distribution of adult use marijuana products; and,

WHEREAS, Applicant has determined that it cannot locate the entirety of the Marijuana Establishment operation as contemplated for adult use marijuana at 13 Commercial Way, and One Industrial Road, Milford, Massachusetts 01757 and seeks to locate a portion of that intended Marijuana Establishment for adult use marijuana at a third location at 5-7 Industrial Road, Milford, Massachusetts;

NOW, THEREFORE, the Applicant and the Town agree as follows:

1. To amend paragraph # 2, "Payment Amount" by striking the number "\$250,000" and inserting in its place the number "\$275,000".
2. To amend paragraph # 3, "Payment Schedule" by striking the number, "\$62,500" and inserting in its place the number, "\$68,750".
3. The increase in amounts in Paragraphs 2 & 3 above shall commence after at the end of the first quarter in which the Applicant makes its first sale to a retail customer from product originating from the facility at 5-7 Industrial Road.
4. To add the following paragraph 16 to the Agreement as previously amended, incorporated therein as follows:

"16. The Parties agree that the applicant may operate Marijuana Establishments as the same are provided for herein for adult use at any or all of 13 Commercial Way, 1 Industrial Road, and 5-7 Industrial Road, all in Milford, Ma."

5. To delete the word "Middlesex" in Paragraph 13 of the Agreement and insert in place thereof, the word, "Worcester".
6. In all other respects, the Agreement is hereby ratified and confirmed.

IN WITNESS WHEREOF, Applicant and the Town have executed this Agreement under seal as of the day and year first above written.

TOWN:

TOWN OF MILFORD

By:

Richard A. Villani  
Richard A. VILLANI, TOWN ADMIN.

Approved as to form:

By:

Charles D. Boddy, Jr.  
Town Counsel CHARLES D. BODDY, JR.

APPLICANT:

SIRA NATURALS, INC.

By:

Michael Dundas  
Michael Dundas, President

### **Plan to Remain Compliant with Local Zoning**

The purpose of this plan is to outline how Sira Naturals, Inc. (“Sira”) is and will remain in compliance with local codes, and bylaws for the physical address of the Marijuana Establishment located at 5-7 Industrial Road, Milford, MA 01757 (“Property”) which shall include, but not be limited to, the identification of any local licensing requirements for the adult use of marijuana.

The Milford Zoning Bylaw defines a Marijuana Establishment as follows:

*Marijuana Establishments – A marijuana cultivator, marijuana testing facility, marijuana product manufacturer, marijuana retailer, or any other marijuana-related business, but not to include a medical marijuana treatment center.*

The Sira proposed facility at the Property falls within that definition.

The Property is located in IB Zoning District and properly zoned pursuant to the Town of Milford Zoning Bylaw. Pursuant to Article II, Section 2.3 a Marijuana Establishment is not generally a permitted use in the IB District in Milford subject however to the following footnote 29 provision:

*Provided however, that a Marijuana Establishment (a) cultivating non-medical marijuana; (b) manufacturing and/or producing non-medical marijuana related products; (c) testing non-medical marijuana and the products derived therefrom; (d) engaging in the wholesale distribution of non-medical marijuana and non-medical marijuana products, but not to include retail sales thereof in the Town of Milford shall be permitted in this zone subject to the Site Plan Review as set forth in Section 1.15 by any entity or successor thereto that was licensed or registered by the Commonwealth of Massachusetts and approved to operate in the Town of Milford prior to July 1, 2017 as a Medical Marijuana Treatment Center or Marijuana Testing Facility as defined under Massachusetts law.*

Sira falls within the exception set forth in the footnote 29 proviso as it is and was licensed or registered by the Commonwealth of Massachusetts and approved to operate in the Town of Milford prior to July 1, 2017 as a Medical Marijuana Treatment Center as defined under Massachusetts law.

The Property is not within 200 feet of the following uses: a Residential Zone, dwelling unit, school, place of worship, church, park, playground, or youth center. Measurements to determine the 200 feet separation are to be taken from property lines. Where any portion of a lot is within a required separation, the entire lot is considered to be within the required separation.

The Sira Marijuana Establishment use at the Property is subject to site plan review pursuant to the footnote 29 proviso. That site plan approval is in process by the Planning Board pursuant to Section 1.15 of the Milford Zoning Bylaw. Sira has secured site plan approval for this location.

In addition to Sira remaining compliant with existing Zoning Bylaw, Sira will continuously engage with Town of Milford officials to remain up to date with local zoning codes and bylaws to remain fully compliant from securing the building and related construction permits through issuance of an occupancy permit.

# Community Outreach Meeting Attestation Form

## Instructions

Community Outreach Meeting(s) are a requirement of the application to become a Marijuana Establishment (ME) and Medical Marijuana Treatment Center (MTC). 935 CMR 500.101(1), 500.101(2), 501.101(1), and 501.101(2). The applicant must complete each section of this form and attach all required documents as a single PDF document before uploading it into the application. If your application is for a license that will be located at more than one (1) location, and in different municipalities, applicants must complete two (2) attestation forms – one for each municipality. Failure to complete a section will result in the application not being deemed complete. 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(2) and 501.400(2).

## Attestation

I, the below indicated authorized representative of that the applicant, attest that the applicant has complied with the Community Outreach Meeting requirements of 935 CMR 500.101 and/or 935 CMR 501.101 as outlined below:

1. The Community Outreach Meeting was held on the following date(s):
2. At least one (1) meeting was held within the municipality where the ME is proposed to be located.
3. At least one (1) meeting was held after normal business hours (this requirement can be satisfied along with requirement #2 if the meeting was held within the municipality and after normal business hours).



4. A copy of the community outreach notice containing the time, place, and subject matter of the meeting, including the proposed address of the ME or MTC was published in a newspaper of general circulation in the municipality at least 14 calendar days prior to the meeting. A copy of this publication notice is labeled and attached as “Attachment A.”

a. Date of publication:

b. Name of publication:

5. A copy of the community outreach notice containing the time, place, and subject matter of the meeting, including the proposed address of the ME or MTC was filed with clerk of the municipality. A copy of this filed notice is labeled and attached as “Attachment B.”

a. Date notice filed:

6. A copy of the community outreach notice containing the time, place, and subject matter of the meeting, including the proposed address of the ME or MTC was mailed at least seven (7) calendar days prior to the community outreach meeting to abutters of the proposed address, and residents within 300 feet of the property line of the applicant’s proposed location as they appear on the most recent applicable tax list, notwithstanding that the land of the abutter or resident is located in another municipality. A copy of this mailed notice is labeled and attached as “Attachment C.” Please redact the name of any abutter or resident in this notice.

a. Date notice(s) mailed:

7. The applicant presented information at the Community Outreach Meeting, which at a minimum included the following:

- a. The type(s) of ME or MTC 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 ME or MTC to prevent diversion to minors;
- d. A plan by the ME or MTC to positively impact the community; and
- e. Information adequate to demonstrate that the location will not constitute a nuisance as defined by law.

8. Community members were permitted to ask questions and receive answers from representatives of the ME or MTC.



Name of applicant:

Name of applicant's authorized representative:

Signature of applicant's authorized representative:

**Legal Notices**

**Legal Notices**

105 STONE RIDGE RD UNIT 105, FRANKLIN  
**LEGAL NOTICE**  
**NOTICE OF MORTGAGEE'S SALE OF REAL ESTATE**

By virtue and in execution of the Power of Sale contained in a certain mortgage given by Sharon K. Bowles to JPMorgan Chase Bank, N.A., dated August 24, 2007 and registered at the Norfolk County Registry District of the Land Court as document number 1136416, and noted on certificate of title number C188-223, as modified by a certain modification agreement dated December 1, 2013, and registered with the Norfolk County Registry District of the Land Court as Document No. 1299460 as noted on Certificate of Title No. C188-223 of which mortgage the undersigned is the present holder, for breach of the conditions of said mortgage and for the purpose of foreclosing, the same will be sold at Public Auction at 2:00 PM on January 13, 2021, on the mortgaged premises located at 105 Stone Ridge Road, Unit 105, The Stone Ridge East Condominium, Franklin, Norfolk County, Massachusetts, all and singular the premises described in said mortgage,

TO WIT:  
 Unit 105 of The Stone Ridge East Condominium created by Master Deed dated June 15, 1987 and recorded in Norfolk Registry of Deeds, in Document # 524698. Said Unit having a post office address of: 105 Stone Ridge Road, Franklin, MA 02038 The Unit is shown on the floor plans of said condominium filed simultaneously with said Master Deed and on the copy of the portion of said plans attached to the first Unit Deed of said Unit, to which was affixed the verified statement of a registered architect certifying that it shows the unit designation of the Unit hereby being conveyed and of immediately adjoining units, and that it fully and accurately depicts the approximate area, main entrance, and immediate common areas to which it has access, as built. Said Unit is conveyed subject to and with the benefit of the obligations, restrictions, rights and liabilities contained in M.G.L.c. 183A, the Master Deed, the documents establishing the organization of unit owners and the By-Laws as amended of record. Each of the units in the Condominium is intended for residential purposes and such other uses as are set forth in the Master Deed. The undivided percentage interest of the unit in the common areas and facilities is 1.936 percent.

For mortgagor's(s') title see deed registered with Norfolk County Registry District of the Land Court as Document No. 1136415, as noted on Certificate of Title No. C188-223.

These premises will be sold and conveyed subject to and with the benefit of all rights, rights of way, restrictions, easements, covenants, liens or claims in the nature of liens, improvements, public assessments, any and all unpaid taxes, tax titles, tax liens, water and sewer liens and any other municipal assessments or liens or existing encumbrances of record which are in force and are applicable, having priority over said mortgage, whether or not reference to such restrictions, easements, improvements, liens or encumbrances is made in the deed.

**TERMS OF SALE:**

A deposit of Five Thousand (\$5,000.00) Dollars by certified or bank check will be required to be paid by the purchaser at the time and place of sale. The balance is to be paid by certified or bank check at Harmon Law Offices, P.C., 150 California St., Newton, Massachusetts 02458, or by mail to P.O. Box 610389, Newton Highlands, Massachusetts 02461-0389, within thirty (30) days from the date of sale. Deed will be provided to purchaser for recording upon receipt in full of the purchase price. The description of the premises contained in said mortgage shall control in the event of an error in this publication.

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

JPMORGAN CHASE BANK, N.A.  
 Present holder of said mortgage

By its Attorneys,  
**HARMON LAW OFFICES, P.C.**  
 150 California St.  
 Newton, MA 02458  
 (617)558-0500  
 2017080242

AD# 13930313  
 MDN 12/15, 12/22, 12/29/20

ALLEN VS. ON CONSTRUCTION, INC.

**LEGAL NOTICE**  
**Norfolk Superior Court,**  
**650 High Street,**  
**Dedham, MA 02026**  
**Docket No: 1982CV01042**  
**David Allen and Sheree Allen, Plaintiff vs. Caisson Construction Corp., Defendant/Third Party Plaintiff, vs. ON Construction, Inc. et al., Third Party Defendants**

To the Third Party Defendant,  
 ON Construction, Inc.

PER ORDER OF THE COURT - CIVIL SUMMONS THRU NOTICE BY PUBLICATION

You are hereby summoned and required to serve upon Donald J. Gentile, plaintiff's attorney, whose address is 88 Black Falcon Avenue, Boston, MA 02210, and upon Peter M. McElroy, of CEK Quincy, P.C, who is the attorney for Caisson Construction Corp, defendant and third party plaintiff, and whose address is 803 Hancock Street, Quincy, MA 02170, an answer to the Third Party Complaint, which has been filed in the Norfolk Superior Court, Civil Action No: 1982CV01042, within 20 days after publication of this notice. If you fail to do so, judgment by default will be taken against you for the relief demanded in the third party complaint. You are also required to file your answer to the third party complaint in the office of the Clerk of this court at Dedham, either before service upon the plaintiff's attorney and third party plaintiff's attorney or within a reasonable time thereafter.

Unless otherwise provided by MRCP Rule 13(a), your answer must state as a counterclaim any claim which you may have against the third party plaintiff which arises out of the transaction or occurrence that is the subject matter of the third party plaintiff's claim or you will thereafter be barred from making such claim in any other action.

Witness Judith Fabricant,

813 SUMMER STREET  
**LEGAL NOTICE**  
**NOTICE OF MORTGAGEE'S SALE OF REAL ESTATE**

Premises: 813 Summer Street, Franklin, Massachusetts

By virtue and in execution of the Power of Sale contained in a certain mortgage given by Anthony Megna and Anne Megna to Mortgage Electronic Registration Systems, Inc., as Nominee for American Financial Resources, Inc. and now held by Bank of America, N.A. as s/b/m to BAC Home Loans Servicing, LP f/k/a Countrywide Home Loans Servicing, LP, said mortgage dated October 9, 2007, and recorded in the Norfolk County Registry of Deeds, in Book 25227 at Page 433, as affected by an Assignment of Mortgage dated October 21, 2011, and recorded with said Deeds in Book 29396 at Page 170, of which mortgage the undersigned is the present holder, for breach of the conditions in said mortgage and for the purpose of foreclosing the same will be sold at Public Auction on January 5, 2021, at 1:00 PM Local Time upon the premises, all and singular the premises described in said mortgage, to wit:

The leasehold interest of the land as well as the building, utilities, well, water lines, septic system, drainage lines and any other improvements located upon or underneath the premises commonly known as 813 Summer Street, Franklin, Norfolk County, Massachusetts, situated on the westerly side of Summer Street in Franklin, Massachusetts, said premises being shown as Lot 12 on a plan entitled "Plan of Land in Franklin, Mass." dated May 29, 1992, prepared for the Town of Franklin by Guerriere & Halnon, Inc. recorded with Norfolk Deeds as Plan No. 466 of 1992 in Plan Book 407, to which plan reference maybe had for a more particular description.

Said Lot 12 contains 63,335 +/- square feet according to said plan.

Meaning and intending to convey and hereby conveying only the structures and other improvements and specifically excluding the fee ownership interest in said Lot 12.

The description of the property contained in the mortgage shall control in the event of a typographical error in this publication.

For Mortgagor's Title see deed dated October 10, 2000, and recorded in Book 14455 at Page 438 with the Norfolk County Registry of Deeds.

SUBJECT TO ANY AND ALL RESTRICTIONS, COVENANTS, AND/OR LEASEHOLD INTERESTS ON RECORD WITH THE NORFOLK COUNTY REGISTRY OF DEEDS.

TERMS OF SALE: Said premises will be sold and conveyed subject to all liens, encumbrances, unpaid taxes, tax titles, municipal liens and assessments, if any, which take precedence over the said mortgage above described.

TEN THOUSAND (\$10,000.00) Dollars of the purchase price must be paid by a certified check, bank treasurer's or cashier's check at the time and place of the sale by the purchaser. The balance of the purchase price shall be paid by a certified check, bank treasurer's or cashier's check within forty five (45) days after the date of sale.

Other terms to be announced at the sale.

Marinosci Law Group, P.C.  
 275 West Natick Road,  
 Suite 500  
 Warwick, RI 02886  
 Attorney for Bank of America, N.A. as s/b/m to BAC Home Loans Servicing, LP f/k/a Countrywide Home Loans Servicing, LP  
 Present Holder of the Mortgage  
 Telephone: (401) 234-9200  
 MLG File No.: 16-05275

AD#13930960  
 MDN 12/15, 12/22, 12/29/20

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 In Print  
 and  
 Online



All about you.  
**WICKED LOCAL**

# Framingham Police probe cigar shop B&E

**By Norman Miller**  
 The MetroWest Daily News  
 USA TODAY NETWORK

FRAMINGHAM – Police are investigating a break-in and theft Friday at a Rte. 9 cigar store, authorities said. The burglary occurred at Watch City Cigar Co., 497

Worcester Road, at 2:57 a.m., police spokeswoman Lt. Patricia Grigas said.

Police went to the store for a report of an alarm. Several officers went to the scene but did not locate a suspect.

Through an investigation, police determined a woman went into the store through

the unlocked front door.

The woman stole approximately \$300 worth of items, including a glass container, pipe tobacco and brown wooden humidior, Grigas said.

The case remains under investigation. Police have not made any arrests, Grigas said.

# Framingham police search for suspect in convenience store holdup

**By Norman Miller**  
 The MetroWest Daily News  
 USA TODAY NETWORK

FRAMINGHAM – Police are searching for a man who they say robbed one store on Saturday and tried to rob a second.

The man robbed Downtown Convenience, 133 Kendall St., around 8:34 p.m., about a half hour after trying to rob El Pikante/Central Food Mart, police spokeswoman Lt. Patricia Grigas said Monday.

The first incident occurred at 8:13 p.m. The man went inside and grabbed a soda

from a refrigerator and paid \$1.15 at the register. As the clerk took the cash, the man put his hand in his pocket and “made a gesture like he had a weapon,” the lieutenant said. “Whit his hand in his pocket, this man then tapped his jacket onto the counter while saying give me the money,” Grigas said.

The clerk told the man she could not open the register and told a co-worker to call 911 and the man left.

A short time later, a man police believe was the same person, went into Downtown Convenience. The suspect

was wearing a green winter jacket, a blue ski mask and blue pants.

“(He) approached the counter and stated, ‘open the register,’” Grigas said.

The clerk, at first, thought it was a joke, but when the man demanded money again, the clerk gave the man the cash in the register. The man ran from the store.

The clerk said the man may have stopped outside the store and handed a woman a \$100 bill before they both fled, Grigas said.

Both incidents remain under investigation.

**IN BRIEF**

**Wisconsin Supreme Court tosses election lawsuit**

The Wisconsin Supreme Court on Monday rejected President Donald Trump's lawsuit attempting to overturn his loss to Democrat Joe Biden in the battleground state, ending Trump's legal challenges in state court about an hour before the Electoral College was to meet to cast the state's 10 votes for Biden. The court held arguments

in the case Saturday, the same day a federal judge dismissed another Trump lawsuit seeking to overturn his loss in Wisconsin. Trump appealed that ruling.

The president sought to have more than 221,000 ballots disqualified in Dane and Milwaukee counties, the state's two most heavily Democratic counties. In a 4-3 ruling, Justice Brian Hagedorn, a conservative writing for the majority, said

the Trump campaign was “not entitled to the relief it seeks.”

**TOKYO Space agency confirms asteroid soil inside capsule**

Japan's space agency said Monday it has confirmed the presence of black soil samples inside a capsule that the spacecraft Hayabusaz brought back from a distant asteroid last week.

The pan-shaped capsule, 15 inches in diameter, was dropped by Hayabusaz from space onto a spot in a sparsely populated Australian desert on Dec. 6. It arrived in Japan last Tuesday for research that will hopefully provide insights into the origins of the solar system and life on Earth.

The Japan Aerospace Exploration Agency said its scientists opened the capsule and found an unspecified amount of sandy black particles.

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**SHOP LOCAL DIRECTORY**

**SUPPORT LOCAL BUSINESSES THIS HOLIDAY AND CHECK OUT THE SHOP LOCAL DIRECTORY!**  
**WWW.WICKEDLOCAL.COM/CONTESTS**

Notice is hereby given that a Virtual Community Outreach Meeting for a proposed Marijuana Establishment is scheduled for Tuesday, December 29<sup>th</sup>, at 6:00 PM. The Virtual Community Outreach Meeting will be available at the following link and phone number. For those viewing this notice in print, please find meeting link on <https://www.milforddailynews.com/> which will bring you directly to the meeting.

Link:            **Zoom**            <https://us02web.zoom.us/j/89488900906>

Meeting ID: 894 8890 0906



QR Code:        **Zoom**

Phone Number: **Zoom**        +16465588656,,89488900906# US (New York)

+13017158592,,89488900906# US (Washington D.C)

RECEIVED  
MILFORD TOWN CLERK  
2020 DEC 10 PM 1:16

The proposed marijuana cultivation and product manufacturing facility is anticipated to be located at 5-7 Industrial Way, Milford, MA 01757. There will be an opportunity for the public to ask questions.

Please feel free to submit your questions to [community@siranatuals.org](mailto:community@siranatuals.org) in advance of this meeting.

**Board of Selectmen  
Milford Town Hall  
60 A. S. Street  
Milford, MA 01757**

*Richard A. Villani*  
Richard A. Villani  
TOWN ADMINISTRATOR

RECEIVED  
MILFORD TOWN CLERK  
2023 DEC 19 PM 1:18

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*[Handwritten Signature]*  
12-10-2020  
1:22 pm



JENNIFER M. SCLAR, MAA  
ASSESSOR/ADMINISTRATOR

# TOWN OF MILFORD BOARD OF ASSESSORS

52 MAIN STREET  
MILFORD, MA 01757  
508-634-2306 • FAX 508-634-2324

JOSEPH F. NIRO  
CHAIRMAN

JOSEPH F. ARCLDI

JOSHUA M. LIOCE

ASSESSORS@TOWNOFMILFORD.COM  
WWW.MILFORDMA.GOV

## Request for Abutters List

**\*\*PLEASE ALLOW 10 WORKING DAYS FOR PROCESSING\*\***  
**\$25.00 FEE REQUIRED AT TIME OF REQUEST**

Date of Request: Dec 8, 2020 Date List Needed: December 10, 2020

Requested by: John Fernandes Phone: 508.935.7625

Name of Property Owner: Croner Brook LLC

Street Address of Property: 5-7 Industrial Road Parcel ID: 40-0-6B

### REASON FOR LIST:

Hearing before the Zoning Board of Appeals:

Hearing before the Planning Board:

Hearing before the Conservation Commission:

Other: Community Meet - same as zoning board of appeals list

### REASON FOR HEARING: (please check one)

Variance:  Special Permit:  Pole Relocation:  Liquor License:

Other: Community Meet - same as zoning board of appeals list

### RADIUS FOR ABUTTERS: (please check one)

Liquor License (Immediate abutters, not across a public way, include churches, hospitals and schools w/in 500 ft):

300 FT (needed for variance and special permit):

100 FT (conservation commission - notice of intent):

Direct (pole relocation) property directly where work is to be performed or parcel performed on:

### OFFICE USE ONLY

Date List Prepared: 12/8/2020 Label format printed on paper: Yes

Fee Paid: \$ 25.00 Date: \_\_\_\_\_ Check # \_\_\_\_\_ Cash \$ \_\_\_\_\_

Fee and Copy to Legal Date: \_\_\_\_\_ Copy to Town Clerk Date: 12/11/2020



TOWN OF MILFORD  
BOARD OF ASSESSORS  
CERTIFIED ABUTTERS LIST

Certified by:

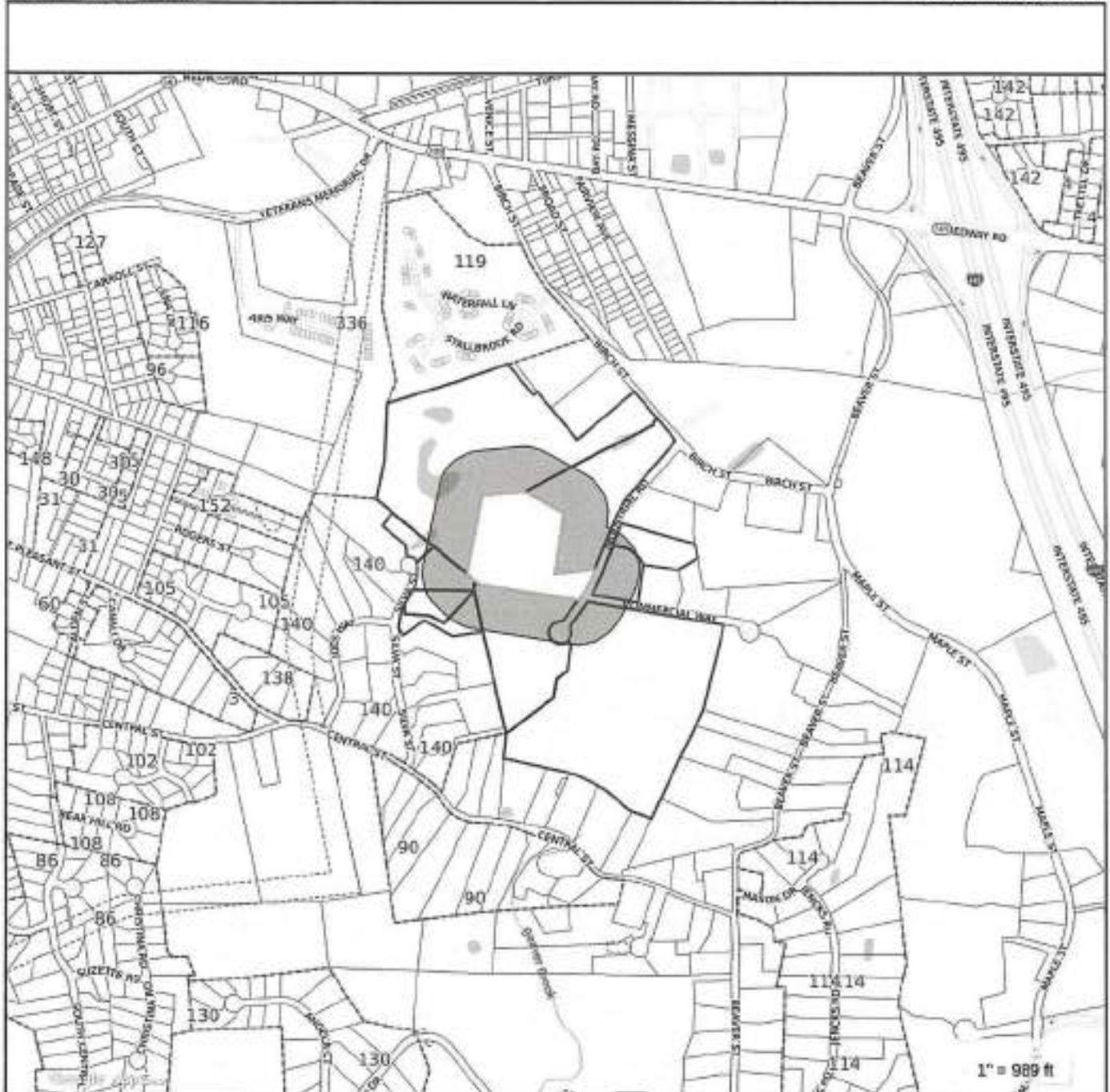
Date: 12/08/2020

300 ft

Subject Properties - 5-7 Industrial Road

Abutters

ID	Site Address	Owner	Owner 2	Address	City	State	Zipcode
46-0-8A	1-3 INDUSTRIAL RD				MILFORD	MA	01757
46-140-11	19 SILVA ST				MILFORD	MA	01757
46-140-12	17 SILVA ST				MILFORD	MA	01757
46-0-16	4 INDUSTRIAL RD				MILFORD	MA	01757
46-0-17	6 COMMERCIAL WAY				MILFORD	MA	01757
46-140-10	16 SILVA ST				MILFORD	MA	01757
46-140-13	15 SILVA ST				BELLINGHAM	MA	02019
46-0-9F	9 INDUSTRIAL RD				MENDON	MA	01756
46-0-9	8-12 INDUSTRIAL RD				BOSTON	MA	02108
43-300-1	BIRCH ST				MILFORD	MA	01757



1" = 989 ft

**Property Information**

**Property ID** 45-0-85  
**Location** 5-7 INDUSTRIAL RD  
**Owner** CORNER BROOK LLC



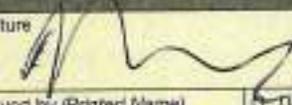
**MAP FOR REFERENCE ONLY**  
**NOT A LEGAL DOCUMENT**

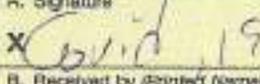
Town of Milford, MA makes no claims and no warranties, expressed or implied, concerning the validity or accuracy of the GIS data presented on this map.

Geometry updated March 2018  
 Data updated 11/16/2018

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<p>1. Article Addressed to:</p> <div style="background-color: black; width: 100%; height: 80px;"></div>	<p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No</p>
<div style="text-align: center;">             9590 9402 3143 7166 8417 47         </div> <p>2. Article Number (Transfer from service label)</p> <div style="border: 1px solid black; padding: 2px; text-align: center;"> <b>9414 7111 0803 6829 6260.44</b> </div>	<p>3. Service Type <span style="float: right;"><input type="checkbox"/> Priority Mail Express® <input type="checkbox"/> Registered Mail™</span></p> <p><input type="checkbox"/> Adult Signature <span style="float: right;"><input type="checkbox"/> Registered Mail Restricted Delivery</span></p> <p><input type="checkbox"/> Adult Signature Restricted Delivery <span style="float: right;"><input type="checkbox"/> Registered Mail Restricted Delivery</span></p> <p><input type="checkbox"/> Certified Mail® <span style="float: right;"><input type="checkbox"/> Return Receipt for Merchandise</span></p> <p><input type="checkbox"/> Certified Mail Restricted Delivery <span style="float: right;"><input type="checkbox"/> Signature Confirmation™</span></p> <p><input type="checkbox"/> Collect on Delivery <span style="float: right;"><input type="checkbox"/> Signature Confirmation Restricted Delivery</span></p> <p><input type="checkbox"/> Collect on Delivery Restricted Delivery <span style="float: right;"><input type="checkbox"/> Signature Confirmation Restricted Delivery (over \$500)</span></p> <p><input type="checkbox"/> Insured Mail</p> <p><input type="checkbox"/> Insured Mail Restricted Delivery (over \$500)</p>
<p>PS Form 3811, July 2015 PSN 7530-02-000-9053</p>	<p style="text-align: right;">Domestic Return Receipt</p>

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

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	D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No																	
2. Article Number (Transfer from service label) 9414 7111 0803 6829 6270 72	<p>3. Service Type</p> <table border="0"> <tr> <td><input type="checkbox"/> Adult Signature</td> <td><input type="checkbox"/> Priority Mail Express®</td> </tr> <tr> <td><input type="checkbox"/> Adult Signature Restricted Delivery</td> <td><input type="checkbox"/> Registered Mail™</td> </tr> <tr> <td><input type="checkbox"/> Certified Mail®</td> <td><input type="checkbox"/> Registered Mail Restricted Delivery</td> </tr> <tr> <td><input type="checkbox"/> Certified Mail Restricted Delivery</td> <td><input type="checkbox"/> Return Receipt for Merchandise</td> </tr> <tr> <td><input type="checkbox"/> Collect on Delivery</td> <td><input type="checkbox"/> Signature Confirmation™</td> </tr> <tr> <td><input type="checkbox"/> Collect on Delivery Restricted Delivery</td> <td><input type="checkbox"/> Signature Confirmation Restricted Delivery</td> </tr> <tr> <td><input type="checkbox"/> Insured Mail</td> <td></td> </tr> <tr> <td><input type="checkbox"/> Insured Mail Restricted Delivery (over \$500)</td> <td></td> </tr> </table>		<input type="checkbox"/> Adult Signature	<input type="checkbox"/> Priority Mail Express®	<input type="checkbox"/> Adult Signature Restricted Delivery	<input type="checkbox"/> Registered Mail™	<input type="checkbox"/> Certified Mail®	<input type="checkbox"/> Registered Mail Restricted Delivery	<input type="checkbox"/> Certified Mail Restricted Delivery	<input type="checkbox"/> Return Receipt for Merchandise	<input type="checkbox"/> Collect on Delivery	<input type="checkbox"/> Signature Confirmation™	<input type="checkbox"/> Collect on Delivery Restricted Delivery	<input type="checkbox"/> Signature Confirmation Restricted Delivery	<input type="checkbox"/> Insured Mail		<input type="checkbox"/> Insured Mail Restricted Delivery (over \$500)	
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PS Form 3811, July 2015 PSN 7530-02-000-9053		Domestic Return Receipt																

## SENDER: COMPLETE THIS SECTION

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1. Article Addressed to:



9590 9402 3143 7166 8416 79

2. Article Number (Transfer from service label)

9414 7111 0803 6829 6245 69

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

## COMPLETE THIS SECTION ON DELIVERY

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X

B. Received by (Printed Name)

 Agent  
 Addressee

C. Date of Delivery

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

3. Service Type

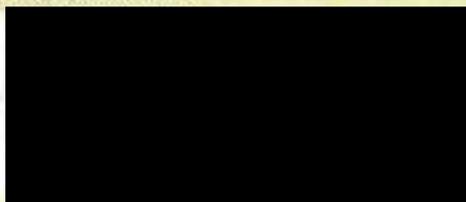
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| <input type="checkbox"/> Adult Signature                               | <input type="checkbox"/> Priority Mail Express®                     |
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| <input type="checkbox"/> Certified Mail®                               | <input type="checkbox"/> Registered Mail Restricted Delivery        |
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| <input type="checkbox"/> Collect on Delivery                           | <input type="checkbox"/> Signature Confirmation™                    |
| <input type="checkbox"/> Collect on Delivery Restricted Delivery       | <input type="checkbox"/> Signature Confirmation Restricted Delivery |
| <input type="checkbox"/> Insured Mail                                  |   |
| <input type="checkbox"/> Insured Mail Restricted Delivery (over \$500) |   |

Domestic Return Receipt

## SENDER: COMPLETE THIS SECTION

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1. Article Addressed to:



9590 9402 3143 7166 8417 61

2. Article Number (Transfer from service label)

9414 7111 0803 6829 6295 57

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

## COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

B. Received by (Printed Name)

 Agent  
 Addressee

C. Date of Delivery

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

3. Service Type

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|--|---|
| <input type="checkbox"/> Adult Signature                               | <input type="checkbox"/> Priority Mail Express®                     |
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| <input type="checkbox"/> Insured Mail                                  |   |
| <input type="checkbox"/> Insured Mail Restricted Delivery (over \$500) |   |

Domestic Return Receipt



## MILFORD BOARD OF SELECTMEN

Room 11, Town Hall, 52 Main St. (Route 16), Milford, Massachusetts 01757-2679  
Phone 508-634-2303 Fax 508-634-2324

William E. Kingkade, Chairman  
Michael K. Walsh  
Thomas J. O'Loughlin, Esq.

Richard A. Villani  
Town Administrator

---

December 9, 2020

John V. Fernandes, Esquire  
100 Cambridge Street, Suite 1301  
Boston, Massachusetts 02114

Re: Sira Naturals, Inc. and Milford Community Meeting

Dear Attorney Fernandes:

Please consider this letter as the Town of Milford's approval for Sira Naturals, Inc. to conduct a Virtual Outreach Meeting for the building at 5-7 Industrial Road.

Should you have any questions, please feel free to contact me.

Richard A. Villani

Town Administrator

Recorded Other Boards and Committees

### Contact Info

**Phone:**  
(508) 634-2303

**Fax:**  
(508) 634-2324

**Address:**  
Town Hall  
52 Main Street  
Room 11  
Milford, MA 01757  
United States

See map: [Google Maps](#)

Home » Other Boards and Committees



## Sira Naturals, Inc. Notice of Community Outreach

Being held remotely

**Event Date:** Tuesday, December 29, 2020 - 6:00pm

[PowerPoint Presentation](#) [Sira Virtual Community Outreach Meeting Public Notice 12-10-20](#)

**JOHN V FERNANDES, Esq.**  
**100 Cambridge Street, Suite 1301**  
**Boston, Massachusetts 02114**

508.935.7625

John@fplaw.net

December 11, 2020

Richard A. Villani  
Town Administrator  
Town of Milford  
Town Hall  
52 Main Street  
Milford, Massachusetts 01757

Re: Sira Naturals, Inc. and Milford Community Meeting

Dear Mr. Villani:

*As we discussed, the ADMINISTRATIVE ORDER ALLOWING VIRTUAL WEB-BASED COMMUNITY OUTREACH MEETINGS* issued by the Massachusetts Cannabis Control Commission on April 27<sup>th</sup> provides in the instruction #9 that the community meeting that Sira plans to conduct by zoom on December 29<sup>th</sup> at 6PM be moderated by someone not associated with Sira. It provides, but does not require that the moderator *may* be associated with the host community. (See below).

*The applicant shall designate a meeting moderator, that individual shall not be associated with the applicant but may be associated with the host community. The moderator shall allow any meeting participant to offer questions or comments and allow for follow-up questions.*

I am writing to confirm that you have advised that it is not the desire of the host community to designate a moderator for the community meeting. Sira will arrange for a moderator not associated with the company.

We kindly ask you to confirm the above by reply to the email that accompanies this letter. Please contact me with any questions.

Very truly yours,

John V. Fernandes

Sira Naturals  
Virtual Community Outreach Meeting  
5-7 Industrial Road, Milford, MA

Link: [https://drive.google.com/file/d/1AfCuvMkXr07sAVk9w13RBQDV\\_Pa6ueU/view?usp=sharing](https://drive.google.com/file/d/1AfCuvMkXr07sAVk9w13RBQDV_Pa6ueU/view?usp=sharing)

**Subject:** FW: Sira Community Meeting 12-29-20  
**Date:** Wednesday, December 30, 2020 at 2:03:43 PM Eastern Standard Time  
**From:** John Fernandes  
**To:** Jonathan Capano  
**Attachments:** image001.png

John V. Fernandes, Esq.  
508.935.7625  
john@fplaw.net  
100 Cambridge Street, Suite 1301,  
Boston Massachusetts 02114

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---

**From:** Richard Villani [mailto:rvillani@townofmilford.com]  
**Sent:** Wednesday, December 30, 2020 1:41 PM  
**To:** John Fernandes <john@fplaw.net>  
**Subject:** RE: Sira Community Meeting 12-29-20

John: I acknowledge receipt of the Link to the Video. Thank you.

Happy New Year!

Rick

**Richard A. Villani**  
Town Administrator  
Town of Milford  
52 Main Street (Room #11)  
Milford, MA 01757  
508.634.2303 p  
508.634.2324 f



 Please consider the environment before printing this e-mail.

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**From:** John Fernandes <[john@fplaw.net](mailto:john@fplaw.net)>  
**Sent:** Wednesday, December 30, 2020 12:09 PM  
**To:** Richard Villani <[rvillani@townofmilford.com](mailto:rvillani@townofmilford.com)>  
**Cc:** Jonathan Capano <[jcapano@publicpolicylaw.com](mailto:jcapano@publicpolicylaw.com)>  
**Subject:** Sira Community Meeting 12-29-20

**CAUTION:** This email originated from outside the **Town of Milford**. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Rick

As per our conversation, please find the link to the 12-29-20 Sira community meeting for the proposed 5-7 Industrial Road cultivation and manufacturing facility. As you know, the community meeting is required by the Massachusetts Cannabis Control Commission's rules and regulations. We are required to also present the link to the town and are doing so through this correspondence. Please acknowledge receipt.

Let me know if you have any questions.

Happy New Year!  
Best  
John

John V. Fernandes, Esq.  
508.935.7625  
[john@fplaw.net](mailto:john@fplaw.net)  
100 Cambridge Street, Suite 1301,  
Boston Massachusetts 02114

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**Premium Cannabis**  
Sustainably Grown and Sold with Integrity

1



## Topics

1. Licenses Sought
2. Introduction to Sira Naturals, Inc.
3. M3 Facility Introduction
4. Security Measures
5. Prevention of Diversion to Minors
6. Positive Community Impact
7. The Facility Will Not Constitute a Nuisance

2

## License Applications

5-7 Industrial Road, Milford



1. Adult-Use Marijuana Cultivator – Tier 9
2. Adult-Use Marijuana Product Manufacturer

*No Retail License / No Sales On Premises*

3

3

## Sira Naturals - Introduction



Founded in 2013, Sira Naturals is one of the most respected vertically integrated cannabis producers and one of the largest cannabis industry employers in the state.

Experienced in providing a safe and secure experience, developing deep partnerships with our neighbors, and investing directly in the needs of the community.

Dedicated to creating living wage jobs for Milford residents and we are the first cannabis company in Massachusetts to voluntarily unionize (UFCW Local 1445).

As the first cannabis company in Massachusetts to respond to COVID19, Sira Naturals fundamentally changing our operations to preserve the health, safety, and well-being of customers, neighbors and employees.

4

4



13 Commercial Way Manufacturing Facility

5

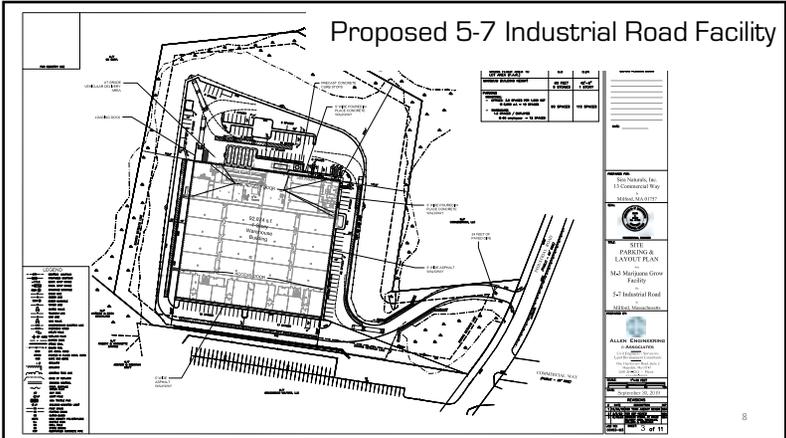
5



One Industrial Road Facility

6

6







11

**SECURITY** 

		
24/7 Video Surveillance	Zone Access Control	Security Personnel
Motion Detectors	Perimeter Alarms	Glass Breaks & Door Sensors

12

12

## Professional, Safe & Secure

**Experienced Security and Operations Team**

**Sira Naturals Successful Compliance Record**

Throughout 6 years of Operation...

- **Zero** incidents for Break-ins
- **Zero** incidents for Diversion
- **Zero** incidents for Public Nuisance



Seed-To-Sale Inventory Tracking and Control

13

## Prevention of Diversion

**All Employees Rigorously Trained on Compliance**

**Training for State Cannabis Inspectors at Sira Facilities**

- Cannabis Control Commission Inspectors Train at Sira Naturals' Facilities
- Gold Standard for Massachusetts Cannabis Companies

**Professional Security Personnel & 24/7 Camera Monitoring System**

- No Public Access
- Products strictly controlled, limited employee access, inventory tracking, and monitored 24/7 by security cameras and alarm systems
- Zero Tolerance Policy for violations



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**Positive Community Impact**

**Giving Back to Milford**

- a. Milford Regional Medical Center
- b. Milford Area Chamber of Commerce
- c. Youth Center
- d. Medal of Liberty Ceremony
- e. Claflin Hill Symphony
- f. St. Mary of the Assumption Church
- g. 200+ Employees with Milford Hiring Preference
- h. Host Community Agreement Fee



15

**Positive Community Impact**

**Sira.Community**

- Community engagement: You can't be what you can't see!
- Workforce development: There's a place for you in the cannabis industry!
- Union employer: UFCW Local 1445
- Hold accessible meetings and providing access to information about the cannabis industry for all interested community members.
- Sira Accelerator



16

## Positive Community Impact



### Invested in Entrepreneurs

#### Sira Accelerator

- First Cannabis Company to Create Accelerator Program in Massachusetts for Social Equity & Economic Empowerment Applicants
- Offering Mentorship from Sira's Experienced Business Executives, Third Party Partners, and Experienced Community Leaders
- Accelerator Fellows Leverage Sira's Manufacturing and Distribution Networks

17

17

## The Facility Will Not Constitute a Nuisance



**Noise:** Very low sound emission from the facility

**Light:** All code-conforming exterior facility lighting

**Odor:** Intensive odor control

**Golden Rule:** Be a good neighbor

18

18

SIRANATURALS

**QUESTIONS?**

19

19

SIRANATURALS

**Premium Cannabis**  
Sustainably Grown and Sold with Integrity

20

20



## **Plan for Positive Impact**

### **INTENT**

Cannabis prohibition has disproportionately impacted certain communities in Massachusetts. As the Commonwealth begins to embrace the adult-use cannabis industry in earnest, Sira Naturals, Inc., (“Sira”) recognizes that it has a responsibility to contribute to areas of disproportionate impact and help disproportionately harmed by marijuana prohibition. Sira will focus its time and resources on Chelsea which has been identified by the Commission as an area of disproportionate impact.

### **PURPOSE**

The purpose of this document is to summarize Sira’s plan to ensure its business creates positive and lasting impacts on the communities in which it will be involved.

Sira is committed to fostering positive relationships within the community and endeavoring to identify ways in which to give back. Sira seeks to utilize its resources, including time, talent and monies, to provide assistance to those who may be underserved and/or in need. We plan to achieve these goals through volunteer time and community engagement.

### **INITIATIVES AND METRICS**

Sira aims to implement the following initiatives to assist those communities that have been disproportionately impacted and will adhere to the requirements set forth in 935 CMR500.105(4) which provides the permitted and prohibited advertising, branding, marketing, and sponsorship practices of Marijuana Establishments.

*Proposed Initiative:* Sira will make a minimum annual financial contribution of at least \$5,000 to the CultivatED program to help promote participation in the cannabis industry by those who were disproportionately harmed by marijuana prohibition. CultivatED is a jails-to-jobs cannabis program that focuses on issues such as expungement, education and employment for those harmed populations. The mission of CultivatED is to empower, educate, and employ individuals from areas of disproportionate impact, as identified by the Massachusetts Cannabis Control Commission, who have been harmed by the failed War on Drugs. The program shall provide to its fellows: Responsible Vendor Training, as well as an “Introduction to Cannabis and the Law” course at Roxbury Community College, while receiving workforce development training through the Urban League of Eastern Massachusetts. Sira will provide money to CultivatED to support its mission and goals but will not offer any of its own programming through the CultivatED

program. Attached, please find a letter from CultivatED acknowledging acceptance of funds from cannabis license holders.

**Goal:** Sira will make an annual financial contribution to the CultivatED program which will in turn support the mission of empowering, educating, and employing individuals from areas of disproportionate impact, as identified by the Massachusetts Cannabis Control Commission.

**Metrics:** Sira will maintain a record of its annual donations to the CultivatED program. Sira will keep records of feedback that are received relative to the impact of the company's contributions, if any. This will in turn help us make decisions about adjustments that need to be made in the future.

*Proposed Initiative:* Sira will commit to provide employees with a minimum of 8 hours per year paid time to participate in a neighborhood clean-up initiative that serves identified areas of disproportionate impact. Sira will focus their clean-ups in Chelsea. Employees will be notified of these clean-up days through an employee correspondence or public posting around the establishment.

**Goal:** Sira is committed to serving communities that have been disproportionately impacted by serving individuals and organization through the contribution of employee volunteer time courtesy of the company with a goal of donating 8 hours per employee per year. Sira will have a goal of 75% participation in the Chelsea neighborhood clean-up program by its employees each calendar year.

**Metrics:** Sira will maintain records of each employee who participates in the neighborhood clean-up program and the number of hours contributed by each employee. These clean-ups will begin once Sira obtains its Provisional License taking place within the first year of its provisional license. Sira will then solicit feedback from participating employees to learn about their experiences and determine whether adjustments should be made in the future with regards to this program. These metrics will be outlined in a report that will be completed 60 days prior to the company's annual license renewal (one year from provisional licensure, and each year thereafter) to the Cannabis Control Commission. Sira will adhere to the requirements set forth in 935 CMR 500.105(4) which provides the permitted and prohibited advertising, branding, marketing, and sponsorship practices of Marijuana Establishments.

## **CONCLUSION**

Sira will conduct continuous and regular evaluations of the implementation of its goals and at any point will retool its policies and procedures in order to better accomplish the goals set out in this Plan for Positive Impact. Any actions taken, or programs instituted by Sira will not violate the Commission's regulations with respect to limitations on ownership or control or other applicable state laws. Progress and/or success of this plan will be documented one year from provisional licensure and each year thereafter.



## MASS CultivatED

February 24, 2020

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

RE: Acceptance of Cannabis Funds

Dear Cannabis Control Commission:

It is with great pleasure that we inform you that we will be graciously accepting contributions from licensed Massachusetts cannabis companies in order to assist in funding our program, CultivatED.

CultivatED is a first in the nation jails to jobs cannabis program that focuses on issues such as expungement, education and employment for those who have been affected by the prohibition of cannabis in the Commonwealth. We are an innovative public-private partnership providing our fellows with a robust co-op education program, legal services, workforce preparedness training, and cannabis externships with livable wages and benefits. We work closely with organizations such as Greater Boston Legal Services, Roxbury Community College and the Urban League of Eastern Massachusetts to achieve our program goals.

We appreciate the opportunity to allow Massachusetts licensed cannabis companies to participate through their contributions. Please do not hesitate to contact us should you have any additional questions.

Sincerely,

A handwritten signature in black ink that reads 'Ryan Dominguez'. The signature is written in a cursive style and is positioned above a horizontal line.

Ryan Dominguez

AMENDED & RESTATED BY-LAWS

OF

SIRA NATURALS, INC.  
(a Massachusetts corporation)

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ARTICLE I  
SHAREHOLDERS

*Section 1. Annual Meeting.* The Corporation shall hold an annual meeting of shareholders at a time fixed by the Directors. The purposes for which the annual meeting is to be held, in addition to those prescribed by the Articles of Organization, if any, shall be for electing directors and for such other purposes as shall be specified in the notice for the meeting, and only business within such purposes may be conducted at the meeting. In the event an annual meeting is not held at the time fixed in accordance with these Amended and Restated By-Laws (these “**By-Laws**”) or the time for an annual meeting is not fixed in accordance with these By-Laws to be held within thirteen (13) months after the last annual meeting was held, the Corporation may designate a special meeting held thereafter as a special meeting in lieu of the annual meeting, and the meeting shall have all of the effect of an annual meeting.

*Section 2. Special Meetings.* Special meetings of the shareholders: (a) shall be called by the Secretary, or in case of the death, absence, incapacity or refusal of the Secretary, by another officer, if the holders of at least ten percent (10%), or such lesser percentage as the Articles of Organization permit, of all the votes entitled to be cast on any issue to be considered at the proposed special meeting sign, date, and deliver to the Secretary one or more written demands for the meeting describing the purpose for which it is to be held; and (b) may be called by the Chief Executive Officer, the President or by the Directors. Only business within the purpose or purposes described in the meeting notice may be conducted at a special shareholders’ meeting.

*Section 3. Place of Meetings.* All meetings of shareholders shall be held at the principal office of the Corporation unless a different place is specified in the notice of the meeting or the meeting is held solely by means of remote communication in accordance with Section 11 of this Article I.

*Section 4. Requirement of Notice.* A written notice of the date, time, and place of each annual and special shareholders’ meeting describing the purposes of the meeting shall be given to shareholders entitled to vote at the meeting (and, to the extent required by law or the Articles of Organization, to shareholders not entitled to vote at the meeting) no fewer than seven (7) nor more than sixty (60) calendar days before the meeting date. If an annual or special meeting of shareholders is adjourned to a different date, time or place, notice need not be given of the new date, time or place if the new date, time or place, if any, is announced at the meeting before adjournment. If a new record date for the adjourned meeting is fixed, however, notice of the adjourned meeting shall be given under this Section to persons who are shareholders as of the new record date. All notices to shareholders shall conform to the requirements of Article III.

*Section 5. Waiver of Notice.* A shareholder may waive any notice required by law, the Articles of Organization, or these By-Laws before or after the date and time stated in the notice. The waiver shall be in writing, be signed by the shareholder entitled to the notice, and be delivered to the Corporation for inclusion with the records of the meeting. A shareholder’s attendance at a meeting: (a) waives objection to lack of notice or defective notice of the meeting, unless the shareholder at the beginning of the meeting objects to holding the meeting or transacting business at the meeting; and (b) waives objection to consideration of a particular

matter at the meeting that is not within the purpose or purposes described in the meeting notice, unless the shareholder objects to considering the matter when it is presented.

*Section 6. Quorum.*

(a) Unless otherwise provided by law, or in the Articles of Organization, these By-Laws or a resolution of the Directors requiring satisfaction of a greater quorum requirement for any voting group, a majority of the votes entitled to be cast on the matter by a voting group constitutes a quorum of that voting group for action on that matter. As used in these By-Laws, a voting group includes all shares of one or more classes or series that, under the Articles of Organization or Mass. Gen. L. Ch. 156D, as in effect from time to time (the "MBCA"), are entitled to vote and to be counted together collectively on a matter at a meeting of shareholders.

(b) A share once represented for any purpose at a meeting is deemed present for quorum purposes for the remainder of the meeting and for any adjournment of that meeting unless: (i) the shareholder attends solely to object to lack of notice, defective notice or the conduct of the meeting on other grounds and does not vote the shares or otherwise consent that they are to be deemed present; or (ii) in the case of an adjournment, a new record date is or shall be set for that adjourned meeting.

*Section 7. Voting and Proxies.* Unless the Articles of Organization provide otherwise, each outstanding share, regardless of class, is entitled to one vote on each matter voted on at a shareholders' meeting. A shareholder may vote his or her shares: (a) in person; (b) by appointing a proxy in writing to vote or otherwise act for him or her; or (c) by appointing his or her attorney-in-fact in writing. An appointment of a proxy or attorney-in-fact is effective when received by the Secretary or other officer or agent authorized to tabulate votes. Unless otherwise provided in the form appointing the proxy or attorney-in-fact, a proxy or attorney-in-fact is valid for a period of eleven (11) months from the date the shareholder signed the form or, if it is undated, from the date of its receipt by the officer or agent. An appointment of a proxy is revocable by the shareholder unless the appointment form conspicuously states that it is irrevocable and the appointment is coupled with an interest, as defined in the MBCA. An appointment made irrevocable is revoked when the interest with which it is coupled is extinguished. The death or incapacity of the shareholder appointing a proxy or attorney-in-fact shall not affect the right of the Corporation to accept the proxy's or attorney-in-fact's authority. A transferee for value of shares subject to an irrevocable proxy or attorney-in-fact may revoke the appointment if he or she did not know of its existence when he or she acquired the shares and the existence of the irrevocable appointment was not noted conspicuously on the certificate representing the shares or on the information statement for shares without certificates. Subject to the provisions of Section 7.24 of the MBCA and to any express limitation on the proxy's or the attorney-in-fact's authority appearing on the face of the appointment form, the Corporation is entitled to accept the proxy's vote or other action as that of the shareholder making the appointment.

*Section 8. Action at Meeting.* If a quorum of a voting group exists, favorable action on a matter, other than the election of Directors, is taken by a voting group if the votes cast within the group favoring the action exceed the votes cast opposing the action, unless a greater number of affirmative votes is required by law, or the Articles of Organization, these By-Laws or a

resolution of the Board of Directors requiring receipt of a greater affirmative vote of the shareholders, including more separate voting groups. Directors are elected by a plurality of the votes cast by the shares entitled to vote in the election at a meeting at which a quorum is present. No ballot shall be required for such election unless requested by a shareholder present or represented at the meeting and entitled to vote in the election.

*Section 9. Action without Meeting by Written Consent.*

(a) Action taken at a shareholders' meeting may be taken without a meeting if the action is taken either: (i) by all shareholders entitled to vote on the action; or (ii) to the extent permitted by the Articles of Organization, 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. The action shall be evidenced by one or more written consents that describe the action taken, are signed by shareholders having the requisite votes, bear the date of the signatures of such shareholders, and are delivered to the Corporation for inclusion with the records of meetings within sixty (60) calendar days of the earliest dated consent delivered to the Corporation as required by this Section. A consent signed under this Section has the effect of a vote at a meeting.

(b) If action is to be taken pursuant to the consent of voting shareholders without a meeting, the Corporation, at least seven (7) days before the action pursuant to the consent is taken, shall give notice, which complies in form with the requirements of Article III, of the action: (i) to nonvoting shareholders in any case where such notice would be required by law if the action were to be taken pursuant to a vote by voting shareholders at a meeting; and (ii) if the action is to be taken pursuant to the consent of less than all the shareholders entitled to vote on the matter, to all shareholders entitled to vote who did not consent to the action. The notice shall contain, or be accompanied by, the same material that would have been required by law to be sent to shareholders in or with the notice of a meeting at which the action would have been submitted to the shareholders for approval.

*Section 10. Record Date.* The Directors may fix the record date in order to determine the shareholders entitled to notice of a shareholders' meeting, to demand a special meeting, to vote, or to take any other action. If a record date for a specific action is not fixed by the Board of Directors, and is not supplied by law, the record date shall be the close of business either on the day before the first notice is sent to shareholders, or, if no notice is sent, on the day before the meeting or, in the case of action without a meeting by written consent, the date the first shareholder signs the consent. A record date fixed under this Section may not be more than seventy (70) calendar days before the meeting or action requiring a determination of shareholders. A determination of shareholders entitled to notice of or to vote at a shareholders' meeting is effective for any adjournment of the meeting unless the Board of Directors fixes a new record date, which it shall do if the meeting is adjourned to a date more than one hundred twenty (120) calendar days after the date fixed for the original meeting.

*Section 11. Meetings by Remote Communications.* Unless otherwise provided in the Articles of Organization, if authorized by the Directors, any annual or special meeting of shareholders: (a) need not be held at any place, but may instead be held solely by means of remote communication; and (b) shall be subject to such guidelines and procedures as the Board

of Directors may adopt. Shareholders, proxyholders and attorneys-in-fact not physically present at a meeting of shareholders may, by means of remote communications: (i) participate in a meeting of shareholders; and (ii) be deemed present in person and vote at a meeting of shareholders whether such meeting is to be held at a designated place or solely by means of remote communication, provided that: (x) the Corporation shall implement reasonable measures to verify that each person deemed present and permitted to vote at the meeting by means of remote communication is a shareholder, proxyholder or attorney-in-fact; (y) the Corporation shall implement reasonable measures to provide such shareholders, proxyholders and attorneys-in-fact a reasonable opportunity to participate in the meeting and to vote on matters submitted to the shareholders, including an opportunity to read or hear the proceedings of the meeting substantially concurrently with such proceedings; and (z) if any shareholder, proxyholder or attorney-in-fact votes or takes other action at the meeting by means of remote communication, a record of such vote or other action shall be maintained by the Corporation.

*Section 12. Form of Shareholder Action.*

(a) Any vote, consent, waiver, proxy appointment or other action by a shareholder, proxy, attorney-in-fact or other agent of any shareholder shall be considered given if it is in writing, dated and signed and, in lieu of any other means permitted by law, it consists of an electronic transmission that sets forth or is delivered with information from which the Corporation can determine: (i) that the electronic transmission was transmitted by the shareholder, proxy, attorney-in-fact or agent or by a person authorized to act for the shareholder, proxy, attorney-in-fact or agent; and (ii) the date on which such shareholder, proxy, attorney-in-fact, agent or authorized person transmitted the electronic transmission. The date on which the electronic transmission is transmitted shall be considered to be the date on which it was signed. The electronic transmission shall be considered received by the Corporation if it has been sent to any address specified by the Corporation for the purpose or, if no address has been specified, to the principal office of the Corporation, addressed to the Secretary or other officer or agent having custody of the records of proceedings of shareholders.

(b) Any copy, facsimile or other reliable reproduction of a vote, consent, waiver, proxy appointment or other action by a shareholder or by the proxy or other agent of any shareholder may be substituted or used in lieu of the original writing for any purpose for which the original writing could be used, but the copy, facsimile or other reproduction shall be a complete reproduction of the entire original writing.

*Section 13. Shareholders List for Meeting.*

(a) After fixing a record date for a shareholders' meeting, the Corporation shall prepare an alphabetical list of the names of all its shareholders who are entitled to notice of the meeting. The list shall be arranged by voting group, and within each voting group by class or series of shares, and show the address of and number of shares held by each shareholder, but need not include an electronic mail address or other electronic contact information for any shareholder.

(b) The shareholders list shall be available for inspection by any shareholder, beginning two (2) business days after notice is given of the meeting for which the list was

prepared and continuing through the meeting: (i) at the Corporation's principal office or at a place identified in the meeting notice in the city where the meeting will be held; or (ii) on a reasonably accessible electronic network, provided that the information required to gain access to such list is provided with the notice of the meeting. If the meeting is to be held solely by means of remote communication, the list shall be made available on an electronic network.

(c) A shareholder, his or her agent, or attorney is entitled on written demand to inspect and, subject to the requirements of Section 2(c) of Article VI of these By-Laws, to copy the list, during regular business hours and at his or her expense, during the period it is available for inspection.

(d) The Corporation shall make the shareholders list available at the meeting, and any shareholder or his or her agent or attorney is entitled to inspect the list at any time during the meeting or any adjournment.

## ARTICLE II

### DIRECTORS

*Section 1. Powers.* All corporate power shall be exercised by or under the authority of, and the business and affairs of the Corporation shall be managed under the direction of, its Board of Directors.

*Section 2. Number and Election.* The Board of Directors shall consist of one or more individuals, with the number fixed by the shareholders at the annual meeting or by the Board of Directors. The number of directors constituting the Board of Directors shall initially be fixed at five (5) until the first annual meeting of stockholders. Except as otherwise provided in these By-Laws or the Articles of Organization, the Directors shall be elected by the shareholders at the annual meeting.

*Section 3. Vacancies.* If a vacancy occurs on the Board of Directors, including a vacancy resulting from an increase in the number of Directors: (a) the shareholders may fill the vacancy; (b) the Board of Directors may fill the vacancy; or (c) if the Directors remaining in office constitute fewer than a quorum of the Board, they may fill the vacancy by the affirmative vote of a majority of all the Directors remaining in office. A vacancy that will occur at a specific later date may be filled before the vacancy occurs, but the new Director may not take office until the vacancy occurs.

*Section 4. Chairman of the Board and Vice-Chairman of the Board.* The Board of Directors may appoint: (a) a Chairman of the Board; and (b) a Vice-Chairman of the Board. The Chairman of the Board, if any, shall preside at all meetings of the Board of Directors and of the stockholders at which such person shall be present. If the Board of Directors appoints a Chairman of the Board, he or she shall also perform such duties and possess such powers as are assigned by the Board of Directors and as may be provided by law. If the Board of Directors appoints a Vice-Chairman of the Board, he or she shall, in the absence or disability of the Chairman of the Board, perform the duties and exercise the powers of the Chairman of the Board

and shall perform such other duties and possess such other powers as may from time to time be vested by the Board of Directors.

*Section 5. Change in Size of the Board of Directors.* The number of Directors may be fixed or changed from time to time by the shareholders or the Board of Directors, and the Board of Directors may increase or decrease the number of Directors last approved by the shareholders.

*Section 6. Tenure.* The terms of all Directors shall expire at the next annual shareholders' meeting following their election. A decrease in the number of Directors does not shorten an incumbent Director's term. The term of a Director elected to fill a vacancy shall expire at the next shareholders' meeting at which Directors are elected. Despite the expiration of a Director's term, he or she shall continue to serve until his or her successor is elected and qualified or until there is a decrease in the number of Directors.

*Section 7. Resignation.* A Director may resign at any time by delivering written notice of resignation to the Board of Directors, the Chairman of the Board, or to the Corporation. A resignation is effective when the notice is delivered unless the notice specifies a later effective date.

*Section 8. Removal.* Except as otherwise provided in any written agreement to which the Corporation is a party: (a) the shareholders may remove one or more Directors with or without cause; (b) a Director may be removed for cause by the Directors by vote of a majority of the Directors then in office; and (c) a Director may be removed by the shareholders or the Directors only at a meeting called for the purpose of removing him or her, and the meeting notice must state that the purpose, or one of the purposes, of the meeting is removal of the Director.

*Section 9. Regular Meetings.* Regular meetings of the Board of Directors may be held at such times and places as shall from time to time be fixed by the Board of Directors without notice of the date, time, place or purpose of the meeting.

*Section 10. Special Meetings.* Special meetings of the Board of Directors may be called by the President, by the Secretary, by any two Directors, or by one Director in the event that there is only one Director.

*Section 11. Notice.* Special meetings of the Board must be preceded by at least 24 hours' notice of the date, time and place of the meeting. The notice need not describe the purpose of the special meeting. All notices to directors shall conform to the requirements of Article III.

*Section 12. Waiver of Notice.* A Director may waive any notice before or after the date and time of the meeting. The waiver shall be in writing, signed by the Director entitled to the notice, or in the form of an electronic transmission by the Director to the Corporation, and filed with the minutes or corporate records. A Director's attendance at or participation in a meeting waives any required notice to him or her of the meeting unless the Director at the beginning of the meeting, or promptly upon his or her arrival, objects to holding the meeting or transacting business at the meeting and does not thereafter vote for or assent to action taken at the meeting.

*Section 13. Quorum.* A quorum of the Board of Directors consists of a majority of the Directors then in office, provided always that any number of Directors (whether one or more and

whether or not constituting a quorum) constituting a majority of Directors present at any meeting or at any adjourned meeting may make any reasonable adjournment thereof.

*Section 14. Action at Meeting.* If a quorum is present when a vote is taken, the affirmative vote of a majority of Directors present is the act of the Board of Directors. A Director who is present at a meeting of the Board of Directors or a committee of the Board of Directors when corporate action is taken is considered to have assented to the action taken unless: (a) he or she objects at the beginning of the meeting, or promptly upon his or her arrival, to holding it or transacting business at the meeting; (b) his or her dissent or abstention from the action taken is entered in the minutes of the meeting; or (c) he or she delivers written notice of his or her dissent or abstention to the presiding officer of the meeting before its adjournment or to the Corporation immediately after adjournment of the meeting. The right of dissent or abstention is not available to a Director who votes in favor of the action taken.

*Section 15. Action Without Meeting.* Any action required or permitted to be taken by the Directors may be taken without a meeting if the action is taken by the unanimous consent of the members of the Board of Directors. The action must be evidenced by one or more consents describing the action taken, in writing, signed by each Director, or delivered to the Corporation by electronic transmission, to the address specified by the Corporation for the purpose or, if no address has been specified, to the principal office of the Corporation, addressed to the Secretary or other officer or agent having custody of the records of proceedings of Directors, and included in the minutes or filed with the corporate records reflecting the action taken. Action taken under this Section is effective when the last Director signs or delivers the consent, unless the consent specifies a different effective date. A consent signed or delivered under this Section has the effect of a meeting vote and may be described as such in any document.

*Section 16. Meetings Not in Person.* The Board of Directors may permit any or all Directors to participate in a regular or special meeting by, or conduct the meeting through the use of, any means of communication by which all Directors participating may simultaneously hear each other during the meeting. A Director participating in a meeting by this means is considered to be present in person at the meeting.

*Section 17. Committees.* The Board of Directors may create one or more committees and appoint members of the Board of Directors to serve on them. Each committee may have one or more members, who serve at the pleasure of the Board of Directors. The creation of a committee and appointment of members to it must be approved by a majority of all the Directors in office when the action is taken. Article III and Sections 11 through 16 of this Article shall apply to committees and their members. To the extent specified by the Board of Directors, each committee may exercise the authority of the Board of Directors. A committee may not, however: (a) authorize distributions; (b) approve or propose to shareholders action that the MBCA requires be approved by shareholders; (c) change the number of the Board of Directors, remove Directors from office or fill vacancies on the Board of Directors; (d) amend the Articles of Organization; (e) adopt, amend or repeal By-Laws; or (f) authorize or approve reacquisition of shares, except according to a formula or method prescribed by the Board of Directors. The creation of, delegation of authority to, or action by a committee does not alone constitute compliance by a Director with the standards of conduct described in Section 19 of this Article.

*Section 18. Compensation.* The Board of Directors may fix the compensation of Directors.

*Section 19. Standard of Conduct for Directors.*

(a) A Director shall discharge his or her duties as a Director, including his or her duties as a member of a committee: (i) in good faith; (ii) with the care that a person in a like position would reasonably believe appropriate under similar circumstances; and (iii) in a manner the Director reasonably believes to be in the best interests of the Corporation. In determining what the Director reasonably believes to be in the best interests of the Corporation, a Director may consider the interests of the Corporation's employees, suppliers, creditors and customers, the economy of the state, the region and the nation, community and societal considerations, and the long-term and short-term interests of the Corporation and its shareholders, including the possibility that these interests may be best served by the continued independence of the Corporation.

(b) In discharging his or her duties, a Director who does not have knowledge that makes reliance unwarranted is entitled to rely on information, opinions, reports, or statements, including financial statements and other financial data, if prepared or presented by: (i) one or more officers or employees of the Corporation whom the Director reasonably believes to be reliable and competent with respect to the information, opinions, reports or statements presented; (ii) legal counsel, public accountants, or other persons retained by the Corporation, as to matters involving skills or expertise the Director reasonably believes are matters (x) within the particular person's professional or expert competence or (y) as to which the particular person merits confidence; or (iii) a committee of the Board of Directors of which the Director is not a member if the Director reasonably believes the committee merits confidence.

(c) A Director is not liable for any action taken as a Director, or any failure to take any action, if he or she performed the duties of his or her office in compliance with this Section.

*Section 20. Conflict of Interest.*

(a) A conflict of interest transaction is a transaction with the Corporation in which a Director of the Corporation has a material direct or indirect interest. A conflict of interest transaction is not voidable by the Corporation solely because of the Director's interest in the transaction if any one of the following is true:

(i) the material facts of the transaction and the Director's interest were disclosed or known to the Board of Directors or a committee of the Board of Directors and the Board of Directors or committee authorized, approved, or ratified the transaction;

(ii) the material facts of the transaction and the Director's interest were disclosed or known to the shareholders entitled to vote and they authorized, approved, or ratified the transaction; or

(iii) the transaction was fair to the Corporation.

(b) For purposes of this Section, and without limiting the interests that may create conflict of interest transactions, a Director of the Corporation has an indirect interest in a

transaction if: (i) another entity in which he or she has a material financial interest or in which he or she is a general partner is a party to the transaction; or (ii) another entity of which he or she is a director, officer, manager or trustee or in which he or she holds another position is a party to the transaction and the transaction is or should be considered by the Board of Directors of the Corporation.

(c) For purposes of clause (1) of subsection (a), a conflict of interest transaction is authorized, approved, or ratified if it receives the affirmative vote of a majority of the Directors on the Board of Directors (or on the committee) who have no direct or indirect interest in the transaction, but a transaction may not be authorized, approved, or ratified under this Section by a single Director. If a majority of the Directors who have no direct or indirect interest in the transaction vote to authorize, approve, or ratify the transaction, a quorum is present for the purpose of taking action under this Section. The presence of, or a vote cast by, a Director with a direct or indirect interest in the transaction does not affect the validity of any action taken under clause (1) of subsection (a) if the transaction is otherwise authorized, approved, or ratified as provided in that subsection.

(d) For purposes of clause (2) of subsection (a), a conflict of interest transaction is authorized, approved, or ratified if it receives the vote of a majority of the shares entitled to be counted under this subsection. Shares owned by or voted under the control of a Director who has a direct or indirect interest in the transaction, and shares owned by or voted under the control of an entity described in clause (i) of subsection (b), may not be counted in a vote of shareholders to determine whether to authorize, approve, or ratify a conflict of interest transaction under clause (2) of subsection (a). The vote of those shares, however, is counted in determining whether the transaction is approved under other Sections of these By-Laws. A majority of the shares, whether or not present, that are entitled to be counted in a vote on the transaction under this subsection constitutes a quorum for the purpose of taking action under this Section.

*Section 21. Loans to Directors.* The Corporation may not lend money to, or guarantee the obligation of a Director of, the Corporation unless: (a) the specific loan or guarantee is approved by a majority of the votes represented by the outstanding voting shares of all classes, voting as a single voting group, except the votes of shares owned by or voted under the control of the benefited Director; or (b) the Corporation's Board of Directors determines that the loan or guarantee benefits the Corporation and either approves the specific loan or guarantee or a general plan authorizing loans and guarantees. The fact that a loan or guarantee is made in violation of this Section shall not affect the borrower's liability on the loan.

### ARTICLE III

#### MANNER OF NOTICE

All notices hereunder shall conform to the following requirements:

*Section 1. Written Notice.* Notice shall be in writing unless oral notice is reasonable under the circumstances. Notice by electronic transmission is written notice.

*Section 2. Method of Notice.* Notice may be communicated in person; by telephone, voice mail or other electronic means; by mail; by electronic transmission; or by messenger or delivery service. If these forms of personal notice are impracticable, notice may be communicated by a newspaper of general circulation in the area where published; or by radio, television, or other form of public broadcast communication.

*Section 3. Effectiveness of Notice; General.* Written notice, other than notice by electronic transmission, if in a comprehensible form, is effective upon deposit in the United States mail, if mailed post-paid and correctly addressed to the shareholder's address shown in the Corporation's current record of shareholders.

*Section 4. Effectiveness of Electronic Notice.* Written notice by electronic transmission, if in comprehensible form, is effective: (a) if by facsimile telecommunication, when directed to a number furnished by the shareholder for the purpose; (b) if by electronic mail, when directed to an electronic mail address furnished by the shareholder for the purpose; (c) if by a posting on an electronic network together with separate notice to the shareholder of such specific posting, directed to an electronic mail address furnished by the shareholder for the purpose, upon the later of (i) such posting and (ii) the giving of such separate notice; and (iii) if by any other form of electronic transmission, when directed to the shareholder in such manner as the shareholder shall have specified to the Corporation. An affidavit of the Secretary or an Assistant Secretary of the Corporation, the transfer agent or other agent of the Corporation that the notice has been given by a form of electronic transmission shall, in the absence of fraud, be prima facie evidence of the facts stated therein.

*Section 5. Other Effectiveness of Notice.* Except as provided in Sections 3 and 4 of the Article III, written notice, if in a comprehensible form, is effective at the earliest of the following: (a) when received; or (b) on the date of publication if notice by publication is permitted.

*Section 6. Effectiveness of Oral Notice.* Oral notice is effective when communicated if communicated in a comprehensible manner.

## ARTICLE IV

### OFFICERS

*Section 1. Enumeration.* The Corporation shall have a Chief Executive Officer, a President, a Treasurer, a Secretary and such other officers as may be appointed by the Board of Directors from time to time in accordance with these By-Laws, including, but not limited to, one or more Vice Presidents, Assistant Treasurers and Assistant Secretaries.

*Section 2. Appointment.* The officers shall be appointed by the Board of Directors. A duly appointed officer may appoint one or more officers or assistant officers if authorized by the Board of Directors. Each officer has the authority and shall perform the duties set forth in these By-Laws or, to the extent consistent with these By-Laws, the duties prescribed by the Board of Directors or by direction of an officer authorized by the Board of Directors to prescribe the duties of other officers.

*Section 3. Qualification.* The same individual may simultaneously hold more than one office in the Corporation.

*Section 4. Tenure.* Officers shall hold office until the first meeting of the Directors following the next annual meeting of shareholders after their appointment and until their respective successors are duly appointed, unless a shorter or longer term is specified in the vote appointing them.

*Section 5. Resignation.* An officer may resign at any time by delivering notice of the resignation to the Corporation. A resignation is effective when the notice is delivered unless the notice specifies a later effective date. If a resignation is made effective at a later date and the Corporation accepts the future effective date, the Board of Directors may fill the pending vacancy before the effective date if the Board of Directors provides that the successor shall not take office until the effective date. An officer's resignation shall not affect the Corporation's contract rights, if any, with the officer.

*Section 6. Removal.* The Board of Directors may remove any officer at any time with or without cause. The appointment of an officer shall not itself create contract rights. An officer's removal shall not affect the officer's contract rights, if any, with the Corporation.

*Section 7. Chief Executive Officer.* The Chief Executive Officer shall have the duties and responsibilities as customarily belong to the office of Chief Executive Officer and shall have charge of the affairs of the Corporation subject to the supervision of the Board of Directors. Unless a Chairman of the Board and/or Vice-Chairman of the Board is elected by the Board of Directors, the Chief Executive Officer shall preside at all meetings of the stockholders, and if the Chief Executive Officer is a director, at all meetings of the Board of Directors.

*Section 8. President.* The President shall, subject to the direction of the Board of Directors and the Chief Executive Officer, have general charge and supervision of the day-to-day operations and business of the Corporation. Unless the Board of Directors has designated the Chairman of the Board or another officer as Chief Executive Officer, the President shall be the Chief Executive Officer of the Corporation. The President shall perform such other duties and shall have such other powers as the Board of Directors and/or the Chief Executive Officer may from time to time prescribe. The President shall execute bonds, mortgages and other contracts requiring a seal, under the seal of the Corporation, except where required or permitted by law to be otherwise signed and executed and except where the signing and execution thereof shall be expressly delegated by the Board of Directors to some other officer or agent of the Corporation.

*Section 9. Vice Presidents.* Any Vice President shall perform such duties and possess such powers as the Board of Directors or the Chief Executive Officer or President may from time to time prescribe. In the event of the absence, inability or refusal to act of the Chief Executive Officer and the President, the Vice President (or if there shall be more than one, the Vice Presidents in the order determined by the Board of Directors, or in the absence of any determination, then in the order of their election) shall perform the duties of the Chief Executive Officer and President (as applicable) and when so performing shall have all the powers of and be subject to all the restrictions upon the President. The Board of Directors may assign to any Vice

President the title of Executive Vice President, Senior Vice President or any other title selected by the Board of Directors.

*Section 10. Treasurer.* The Treasurer shall, subject to the direction of the Directors, have general charge of the financial affairs of the Corporation and shall cause to be kept accurate books of accounts. He or she shall have custody of all funds, securities, and valuable documents of the Corporation, except as the Directors may otherwise provide. The Treasurer shall perform such duties and have such powers additional to the foregoing as the Directors may designate.

*Section 11. Secretary.* The Secretary shall have responsibility for preparing minutes of the Directors' and shareholders' meetings and for authenticating records of the Corporation. The Secretary shall perform such duties and have such powers additional to the foregoing as the Directors shall designate.

*Section 12. Standards Of Conduct For Officers.* An officer shall discharge his or her duties: (a) in good faith; (b) with the care that a person in a like position would reasonably exercise under similar circumstances; and (c) in a manner the officer reasonably believes to be in the best interests of the Corporation. In discharging his or her duties, an officer, who does not have knowledge that makes reliance unwarranted, is entitled to rely on information, opinions, reports, or statements, including financial statements and other financial data, if prepared or presented by: (i) one or more officers or employees of the Corporation whom the officer reasonably believes to be reliable and competent with respect to the information, opinions, reports or statements presented; or (ii) legal counsel, public accountants, or other persons retained by the Corporation as to matters involving skills or expertise the officer reasonably believes are matters (x) within the particular person's professional or expert competence or (y) as to which the particular person merits confidence. An officer shall not be liable to the Corporation or its shareholders for any decision to take or not to take any action taken, or any failure to take any action, as an officer, if the duties of the officer are performed in compliance with this Section.

## ARTICLE V

### PROVISIONS RELATING TO SHARES

*Section 1. Issuance and Consideration.* The Board of Directors may issue the number of shares of each class or series authorized by the Articles of Organization. The Board of Directors may authorize shares to be issued for consideration consisting of any tangible or intangible property or benefit to the Corporation, including cash, promissory notes, services performed, contracts for services to be performed, or other securities of the Corporation. Before the Corporation issues shares, the Board of Directors shall determine that the consideration received or to be received for shares to be issued is adequate. The Board of Directors shall determine the terms upon which the rights, options or warrants for the purchase of shares or other securities of the Corporation are issued and the terms, including the consideration, for which the shares or other securities are to be issued.

*Section 2. Share Certificates.* If shares are represented by certificates, at a minimum each share certificate shall state on its face: (a) the name of the Corporation and that it is organized

under the laws of The Commonwealth of Massachusetts; (b) the name of the person to whom issued; and (c) the number and class of shares and the designation of the series, if any, the certificate represents. If different classes of shares or different series within a class are authorized, then the variations in rights, preferences and limitations applicable to each class and series, and the authority of the Board of Directors to determine variations for any future class or series, must be summarized on the front or back of each certificate. Alternatively, each certificate may state conspicuously on its front or back that the Corporation will furnish the shareholder this information on request in writing and without charge. Each share certificate shall be signed, either manually or in facsimile, by the: (i) Chief Executive Officer or the President; and (ii) by the Treasurer or the Secretary. If the person who signed, either manually or in facsimile, a share certificate no longer holds office when the certificate is issued, the certificate shall be nevertheless valid.

*Section 3. Uncertificated Shares.* The Board of Directors may authorize the issue of some or all of the shares of any or all of the Corporation's classes or series without certificates. The authorization shall not affect shares already represented by certificates until they are surrendered to the Corporation. Within a reasonable time after the issue or transfer of shares without certificates, the Corporation shall send the shareholder a written statement of the information required by the MBCA to be on certificates.

*Section 4. Record and Beneficial Owners.* The Corporation shall be entitled to treat as the shareholder the person in whose name shares are registered in the records of the Corporation or, if the Board of Directors has established a procedure by which the beneficial owner of shares that are registered in the name of a nominee will be recognized by the Corporation as a shareholder, the beneficial owner of shares to the extent of the rights granted by a nominee certificate on file with the Corporation.

*Section 5. Lost or Destroyed Certificates.* The Board of Directors may, subject to Massachusetts General Laws, Chapter 106, Section 8-405, determine the conditions upon which a new share certificate may be issued in place of any certificate alleged to have been lost, destroyed, or wrongfully taken. The Board of Directors may, in its discretion, require the owner of such share certificate, or his or her legal representative, to: (a) give a bond, sufficient in its opinion, with or without surety; and/or (b) indemnify the Corporation, against any loss or claim which may arise by reason of the issue of the new certificate.

## ARTICLE VI

### CORPORATE RECORDS

*Section 1. Records to be Kept.*

(a) The Corporation shall keep as permanent records minutes of all meetings of its shareholders and Board of Directors, a record of all actions taken by the shareholders or Board of Directors without a meeting, and a record of all actions taken by a committee of the Board of Directors in place of the Board of Directors on behalf of the Corporation. The Corporation shall maintain appropriate accounting records. The Corporation or its agent shall maintain a record of its shareholders, in a form that permits preparation of a list of the names

and, addresses of all shareholders, in alphabetical order by class of shares showing the number and class of shares held by each. The Corporation shall maintain its records in written form or in another form capable of conversion into written form within a reasonable time.

(b) The Corporation shall keep within The Commonwealth of Massachusetts a copy of the following records at its principal office or an office of its transfer agent or of its Secretary or Assistant Secretary or of its registered agent:

(i) its Articles of Organization and all amendments and/or restatements to them currently in effect;

(ii) its By-Laws and all amendments and/or restatements to them currently in effect;

(iii) resolutions adopted by its Board of Directors creating one or more classes or series of shares, and fixing their relative rights, preferences, and limitations, if shares issued pursuant to those resolutions are outstanding;

(iv) the minutes of all shareholders' meetings, and records of all action taken by shareholders without a meeting, for the past three (3) years;

(v) all written communications to shareholders generally within the past three years, including the financial statements furnished under Section 16.20 of the MBCA for the past three (3) years;

(vi) a list of the names and business addresses of its current Directors and officers; and

(vii) its most recent annual report delivered to the Secretary of The Commonwealth of Massachusetts.

*Section 2. Inspection of Records by Shareholders.*

(a) A shareholder is entitled to inspect and copy, during regular business hours at the office where they are maintained pursuant to Section 1(b) of this Article, copies of any of the records of the Corporation described in said Section if he or she gives the Corporation written notice of his or her demand at least five (5) business days before the date on which he or she wishes to inspect and copy.

(b) A shareholder is entitled to inspect and copy, during regular business hours at a reasonable location specified by the Corporation, any of the following records of the Corporation if the shareholder meets the requirements of subsection (c) and gives the Corporation written notice of his or her demand at least five (5) business days before the date on which he or she wishes to inspect and copy:

(i) excerpts from minutes reflecting action taken at any meeting of the Board of Directors, records of any action of a committee of the Board of Directors while acting in place of the Board of Directors on behalf of the Corporation, minutes of any meeting of the

shareholders, and records of action taken by the shareholders or Board of Directors without a meeting, to the extent not subject to inspection under subsection (a) of this Section 1;

(ii) accounting records of the Corporation, but if the financial statements of the Corporation are audited by a certified public accountant, inspection shall be limited to the financial statements and the supporting schedules reasonably necessary to verify any line item on those statements; and

(iii) the record of shareholders described in Section 1(a) of this Article.

(c) A shareholder may inspect and copy the records described in subsection (b) of this Section 1 only if:

(i) his or her demand is made in good faith and for a proper purpose;

(ii) he or she describes with reasonable particularity his or her purpose and the records he or she desires to inspect;

(iii) the records are directly connected with his or her purpose; and

(iv) the Corporation shall not have determined in good faith that disclosure of the records sought would adversely affect the Corporation in the conduct of its business.

(d) For purposes of this Section, "shareholder" includes a beneficial owner whose shares are held in a voting trust or by a nominee on his or her behalf.

### *Section 3. Scope of Inspection Right.*

(a) A shareholder's agent or attorney has the same inspection and copying rights as the shareholder represented.

(b) The Corporation may, if reasonable, satisfy the right of a shareholder to copy records under Section 2 of this Article by furnishing to the shareholder copies by photocopy or other means chosen by the Corporation including copies furnished through an electronic transmission.

(c) The Corporation may impose a reasonable charge, covering the costs of labor, material, transmission and delivery, for copies of any documents provided to the shareholder. The charge may not exceed the estimated cost of production, reproduction, transmission or delivery of the records.

(d) The Corporation may comply at its expense, with a shareholder's demand to inspect the record of shareholders under Section 2(b)(iii) of this Article by providing the shareholder with a list of shareholders that was compiled no earlier than the date of the shareholder's demand.

(e) The Corporation may impose reasonable restrictions on the use or distribution of records by the demanding shareholder.

*Section 4. Inspection of Records by Directors.* A Director is entitled to inspect and copy the books, records and documents of the Corporation at any reasonable time to the extent reasonably related to the performance of the Director's duties as a Director, including duties as a member of a committee, but not for any other purpose or in any manner that would violate any duty to the Corporation.

## ARTICLE VII

### INDEMNIFICATION

*Section 1. Definitions.* In this Article the following words shall have the following meanings unless the context requires otherwise:

"Corporation", includes any domestic or foreign predecessor entity of the Corporation in a merger.

"Director" or "officer", an individual who is or was a Director or officer, respectively, of the Corporation or who, while a Director or officer of the Corporation, is or was serving at the Corporation's request as a director, officer, manager, partner, trustee, employee, or agent of another domestic or foreign corporation, limited liability company, partnership, joint venture, trust, employee benefit plan, or other entity. A Director or officer is considered to be serving an employee benefit plan at the Corporation's request if his or her duties to the Corporation also impose duties on, or otherwise involve services by, him or her to the plan or to participants in or beneficiaries of the plan. "Director" or "officer" includes, unless the context requires otherwise, the estate or personal representative of a Director or officer.

"Disinterested Director", a Director who, at the time of a vote or selection referred to in Section 4 of this Article, is not: (a) a party to the proceeding, or (b) an individual having a familial, financial, professional or employment relationship with the Director whose indemnification or advance for expenses is the subject of the decision being made, which relationship would, in the circumstances, reasonably be expected to exert an influence on the Director's judgment when voting on the decision being made.

"Expenses", all reasonable expenses incurred by a Party in connection with a Proceeding, includes counsel fees.

"Liability", the obligation to pay a judgment, settlement, penalty, fine including an excise tax assessed with respect to an employee benefit plan, or reasonable expenses incurred with respect to a proceeding.

"Party", an individual who was, is, or is threatened to be made, a defendant or respondent in a Proceeding.

"Proceeding", any threatened, pending, or completed action, suit, or proceeding, whether civil, criminal, administrative, arbitative, or investigative and whether formal or informal.

*Section 2. Indemnification of Directors and Officers.*

(a) Except as otherwise provided in this Section 2, the Corporation shall indemnify to the fullest extent permitted by law an individual who is a party to a Proceeding because he or she is a Director or officer against liability incurred in the Proceeding if:

(i) (x) he or she conducted himself or herself in good faith; (y) he or she reasonably believed that his or her conduct was in the best interests of the Corporation or that his or her conduct was at least not opposed to the best interests of the Corporation; and (z) in the case of any criminal proceeding, he or she had no reasonable cause to believe his or her conduct was unlawful; or

(ii) he or she engaged in conduct for which he or she shall not be liable under a provision of the Articles of Organization authorized by Section 2.02(b)(4) of the MBCA or any successor provision to such Section.

(b) A Director's or officer's conduct with respect to an employee benefit plan for a purpose he or she reasonably believed to be in the interests of the participants in, and the beneficiaries of, the plan is conduct that satisfies the requirement that his or her conduct was at least not opposed to the best interests of the Corporation.

(c) The termination of a Proceeding by judgment, order, settlement, or conviction, or upon a plea of nolo contendere or its equivalent, is not, of itself, determinative that the Director or officer did not meet the relevant standard of conduct described in this Section.

(d) Unless ordered by a court, the Corporation may not indemnify a Director or officer under this Section if his or her conduct did not satisfy the standards set forth in subsection (a) or subsection (b).

*Section 3. Advance for Expenses.* The Corporation shall, before final disposition of a Proceeding, advance funds to pay for or reimburse the reasonable Expenses incurred by a Director or officer who is a Party to a Proceeding because he or she is a Director or officer if he or she delivers to the Corporation:

(a) a written affirmation of his or her good faith belief that he or she has met the relevant standard of conduct described in Section 2 of this Article or that the Proceeding involves conduct for which liability has been eliminated under a provision of the Articles of Organization as authorized by Section 2.02(b)(4) of the MBCA or any successor provision to such Section; and

(b) his or her written undertaking to repay any funds advanced if he or she is not wholly successful, on the merits or otherwise, in the defense of such Proceeding and it is ultimately determined pursuant to Section 4 of this Article or by a court of competent jurisdiction that he or she has not met the relevant standard of conduct described in Section 2 of this Article. Such undertaking must be an unlimited general obligation of the Director or officer, but need not be secured and shall be accepted without reference to the financial ability of the Director or officer to make repayment.

*Section 4. Determination of Indemnification.* The determination of whether a Director officer has met the relevant standard of conduct set forth in Section 2 shall be made:

(a) if there are two or more Disinterested Directors, by the Board of Directors by a majority vote of all the Disinterested Directors, a majority of whom shall for such purpose constitute a quorum, or by a majority of the members of a committee of two (2) or more Disinterested Directors appointed by vote;

(b) by special legal counsel: (i) selected in the manner prescribed in clause (a); or (ii) if there are fewer than two (2) Disinterested Directors, selected by the Board of Directors, in which selection Directors who do not qualify as Disinterested Directors may participate; or

(c) by the shareholders, but shares owned by or voted under the control of a Director who at the time does not qualify as a Disinterested Director may not be voted on the determination.

*Section 5. Notification and Defense of Claim; Settlements.*

(a) In addition to and without limiting the foregoing provisions of this Article and except to the extent otherwise required by law, it shall be a condition of the Corporation's obligation to indemnify under Section 2 of this Article (in addition to any other condition provide in these By-Laws or by law) that the Party asserting, or proposing to assert, the right to be indemnified, must notify the Corporation in writing as soon as practicable of any Proceeding or investigation involving such Party for which indemnity will or could be sought, but the failure to so notify shall not affect the Corporation's obligation to indemnify except to the extent the Corporation is adversely affected thereby. With respect to any Proceeding as to which the Corporation is so notified, the Corporation will be entitled to participate therein at its own expense and/or to assume the defense thereof at its own expense, with legal counsel reasonably acceptable to the applicable Party. After notice from the Corporation to such Party of its election so to assume such defense, the Corporation shall not be liable to such Party for any legal or other expenses subsequently incurred by such Party in connection with such Proceeding or investigation other than as provided below in this subsection (a). The applicable Party shall have the right to employ his or her own counsel in connection with such Proceeding or investigation, but the fees and expenses of such counsel incurred after notice from the Corporation of its assumption of the defense thereof shall be at the expense of such Party unless: (i) the employment of counsel by such Party has been authorized by the Corporation; (ii) counsel to such Party shall have reasonably concluded, in a writing provided to the Corporation, that there may be a conflict of interest or position on any significant issue between the Corporation and such Party in the conduct of the defense of such Proceeding or investigation; or (iii) the Corporation shall not in fact have employed counsel to assume the defense of such Proceeding or investigation, in each of which cases the Expenses of counsel for such Party shall be at the expense of the Corporation, except as otherwise expressly provided by this Article. The Corporation shall not be entitled, without the consent of the applicable Party, to assume the defense of any claim brought by or in the right of the Corporation or as to which counsel for such Party shall have reasonably made the conclusion provided for in clause (ii) above.

(b) The Corporation shall not be required to indemnify any applicable Party under this Article for any amounts paid in settlement of any Proceeding unless authorized in the same manner as the determination that indemnification is permissible under Section 4 of this Article, except that if there are fewer than two (2) Disinterested Directors, authorization of indemnification shall be made by the Board of Directors, in which authorization Directors who do not qualify as Disinterested Directors may participate. The Corporation shall not settle any Proceeding or investigation without the applicable Party's written consent unless such settlement: (i) includes a full release of the applicable Party from all claims comprising the Proceeding or investigation; (ii) does not in any manner indicate that the applicable Party contributed to or was responsible for the cause of any claims comprising the Proceeding or investigation; or (iii) does not impose any obligations upon the applicable Party or requires the applicable Party to take any action. Neither the Corporation nor such Party will unreasonably withhold their consent to any proposed settlement.

*Section 6. Insurance.* The Corporation may purchase and maintain insurance on behalf of an individual who is a Director or officer of the Corporation, or who, while a Director or officer of the Corporation, serves at the Corporation's request as a director, officer, manager, partner, trustee, employee, or agent of another domestic or foreign corporation, limited liability company, partnership, joint venture, trust, employee benefit plan, or other entity, against liability asserted against or incurred by him or her in that capacity or arising from his or her status as a Director or officer, whether or not the Corporation would have power to indemnify or advance expenses to him or her against the same liability under this Article.

*Section 7. Application of this Article.*

(a) The Corporation shall not be obligated to indemnify or advance expenses to a Director or officer of a predecessor of the Corporation, pertaining to conduct with respect to the predecessor, unless otherwise specifically provided.

(b) This Article shall not limit the Corporation's power to: (i) pay or reimburse expenses incurred by a Director or an officer in connection with his or her appearance as a witness in a Proceeding at a time when he or she is not a Party; or (ii) indemnify, advance expenses to or provide or maintain insurance on behalf of an employee or agent.

(c) The indemnification and advancement of expenses provided by, or granted pursuant to, this Article shall not be considered exclusive of any other rights to which those seeking indemnification or advancement of expenses may be entitled.

(d) Each person who is or becomes a Director or officer shall be deemed to have served or to have continued to serve in such capacity in reliance upon the indemnity provided for in this Article. All rights to indemnification under this Article shall be deemed to be provided by a contract between the Corporation and the person who serves as a Director or officer of the Corporation at any time while these By-Laws and the relevant provisions of the MBCA are in effect. Any repeal or modification thereof shall not affect any rights or obligations then existing.

(e) If the laws of The Commonwealth of Massachusetts are hereafter amended from time to time to increase the scope of permitted indemnification, indemnification hereunder shall be provided to the fullest extent permitted or required by any such amendment.

## ARTICLE VIII

### FISCAL YEAR

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

## ARTICLE IX

### AMENDMENTS

*Section 1. General.* These By-Laws amend and restate, in their entirety, the By-laws of the Corporation adopted on June 13, 2013, as amended to date. The power to make, amend or repeal these By-Laws shall be in the shareholders. If authorized by the Articles of Organization, the Board of Directors may also make, amend or repeal these By-Laws in whole or in part, except with respect to any provision thereof which by virtue of an express provision in the MBCA, the Articles of Organization, or these By-Laws, requires action by the shareholders.

*Section 2. Notice of Amendment; Repeal by Shareholders.* Not later than the time of giving notice of the meeting of shareholders next following the making, amending or repealing by the Board of Directors of any By-Law, notice stating the substance of the action taken by the Board of Directors shall be given to all shareholders who would have been entitled to vote on amending the By-Laws. Any action taken by the Board of Directors with respect to the By-Laws may be amended or repealed by the shareholders.

*Section 3. Amendment of Shareholder Quorum Requirements.* Approval of an amendment to the By-Laws that changes or deletes a quorum or voting requirement for action by shareholders must satisfy both the applicable quorum and voting requirements for action by shareholders with respect to amendment of these By-Laws and also the particular quorum and voting requirements sought to be changed or deleted.

*Section 4. Board of Director Restrictions.* A By-Law dealing with quorum or voting requirements for shareholders, including additional voting groups, may not be adopted, amended or repealed by the Board of Directors.

*Section 5. Amendment of Board of Directors Quorum Requirements.* A By-Law that fixes a greater or lesser quorum requirement for action by the Board of Directors, or a greater voting requirement, than provided for by the MBCA may be amended or repealed by the shareholders, or by the Board of Directors if authorized pursuant to subsection (a) of this Article IX.

*Section 6. Board of Director Quorum Requirements.* If the Board of Directors is authorized to amend the By-Laws, approval by the Board of Directors of an amendment to the By-Laws that changes or deletes a quorum or voting requirement for action by the Board of

Directors must satisfy both the applicable quorum and voting requirements for action by the Board of Directors with respect to amendment of the By-Laws, and also the particular quorum and voting requirements sought to be changed or deleted.

[END OF BY-LAWS]



THE COMMONWEALTH OF MASSACHUSETTS  
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT  
DEPARTMENT OF UNEMPLOYMENT ASSISTANCE

Charles D. Baker  
GOVERNOR

Karyn E. Polito  
LT. GOVERNOR



312659621

Rosalin Acosta  
SECRETARY

Richard A. Jeffers  
DIRECTOR

Sira Naturals, Inc  
13 COMMERCIAL WAY  
MILFORD, MA 01757

EAN: 22026416  
January 25, 2021

Certificate Id:44810

The Department of Unemployment Assistance certifies that as of 1/25/2021, Sira Naturals, Inc is current in all its obligations relating to contributions, payments in lieu of contributions, and the employer medical assistance contribution established in G.L.c.149, §189.

This certificate expires in 30 days from the date of issuance.

Richard A. Jeffers, Director

Department of Unemployment Assistance



mass.gov/dor

## CERTIFICATE OF GOOD STANDING AND/OR TAX COMPLIANCE



SIRA NATURALS, INC  
240 ELM ST BSMT  
SOMERVILLE MA 02144-2935

### *Why did I receive this notice?*

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

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

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

### *What if I have questions?*

If you have questions, call us at (617) 887-6400 or toll-free in Massachusetts at (800) 392-6089, Monday through Friday, 9:00 a.m. to 4:00 p.m..

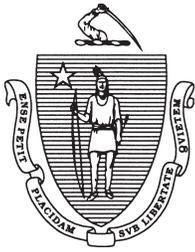
### *Visit us online!*

Visit [mass.gov/dor](http://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

000031



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

William Francis Galvin  
Secretary of the  
Commonwealth

Date: February 26, 2021

To Whom It May Concern :

I hereby certify that according to the records of this office,  
**SIRA NATURALS, INC.**

is a domestic corporation organized on **February 07, 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: 21020748280

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

Processed by: tad



**The Commonwealth of Massachusetts**  
**William Francis Galvin**

Minimum Fee: \$100.00

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

**Annual Report**

(General Laws, Chapter 156D, Section 16.22; 950 CMR 113.57)

Identification Number: 001312028

1. Exact name of the corporation: SIRA NATURALS, INC.

2. Jurisdiction of Incorporation: State: MA Country:

3,4. Street address of the corporation registered office in the commonwealth and the name of the registered agent at that office:

Name: CORPORATE CREATIONS NETWORK INC.  
 No. and Street: 225 CEDAR HILL STREET #200  
 City or Town: MARLBOROUGH State: MA Zip: 01752 Country: USA

5. Street address of the corporation's principal office:

No. and Street: 300 TRADE CENTER, STE. 7750  
 City or Town: WOBURN State: MA Zip: 01801 Country: USA

6. Provide the name and addresses of the corporation's board of directors and its president, treasurer, secretary, and if different, its chief executive officer and chief financial officer.

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
PRESIDENT	DAVID S. ROSENBERG	300 TRADE CENTER STE, 700 WOBURN, MA 01801 USA
TREASURER	LOUIS F. KARGER	300 TRADE CENTER STE, 700 WOBURN, MA 01801 USA
SECRETARY	LOUIS F. KARGER	300 TRADE CENTER STE, 700 WOBURN, MA 01801 USA
DIRECTOR	LOUIS F. KARGER	300 TRADE CENTER STE, 700 WOBURN, MA 01801 USA
DIRECTOR	JONATHAN SANDELMAN	300 TRADE CENTER STE, 700 WOBURN, MA 01801 USA
DIRECTOR	DAVID S. ROSENBERG	300 TRADE CENTER STE, 700 WOBURN, MA 01801 USA
DIRECTOR	ERIC J. WARDROP	300 TRADE CENTER STE, 700 WOBURN, MA 01801 USA
DIRECTOR	ROBERT A. EDELSTEIN	300 TRADE CENTER STE, 700 WOBURN, MA 01801 USA

7. Briefly describe the business of the corporation:

MANUFACTURE MEDICINAL AND RECREATIONAL CANNABIS

**8. Capital stock of each class and series:**

Class of Stock	Par Value Per Share Enter <b>0</b> if no Par	Total Authorized by Articles of Organization or Amendments		Total Issued and Outstanding Num of Shares
		<i>Num of Shares</i>	<i>Total Par Value</i>	
CNP	\$0.00000	137,500	\$0.00	0
CNP	\$0.00000	137,500	\$0.00	0

**9. Check here if the stock of the corporation is publicly traded:**

**10. Report is filed for fiscal year ending:** 12/31/ 2020

Signed by **DAVID S. ROSENBERG** , its **PRESIDENT**  
on this **12** Day of **February**, **2021**



## **SUMMARY BUSINESS PLAN**

### **Business Description**

Sira Naturals currently operates three Registered Marijuana Dispensaries pursuant to 935 CMR 501.000 et. seq. In support of its RMDs, Sira Naturals operates two 30,000 square foot cannabis cultivation and product manufacturing facilities at 13 Commercial Way and 1 Industrial Way, Milford, Massachusetts. The Milford facilities currently hold two adult-use Tier 3 Cultivation License, one adult-use Product Manufacturing license and one adult-use Existing Licensee Transporter license, in addition to its medical licenses.

### **Market Analysis**

Sira believes that significant latent demand exists for consumption of adult-use cannabis products in Massachusetts. The pace of adult-use cultivation and manufacturing capacity expansion will not match the demand for cannabis products in the near to medium term. Because of these market conditions, Sira believes that additional retail locations and cultivation and manufacturing capacity is required to satisfy the growing demand for regulated cannabis products in Massachusetts.

### **Organization Management**

Sira Naturals was founded and is operated by Massachusetts natives and residents. Sira operates a vertically integrated business that encompasses the following business units: cultivation, flower processing, extractions, infusions, packaging, logistics, and retail. The complexity of the business necessitates an integrated management structure. Each department is headed by an area expert who reports up to a Vice President/Department Head. Department Heads are grouped into the areas of sales, production, finance, community and government relations, and human resources. Department Heads report to the Board of Directors, led by David Rosenberg, President.

A Sira Naturals' founder, David Rosenberg, a 4-year veteran of the Sira Board, transitioned as Sira's President effective April 1, 2020. David brings a long and storied career running successful New England companies. Among many other accolades, David was recently awarded the Boston Business Journal's 2019 CEO Social Leadership Award given to the regional executive who has gone above and beyond to innovate and create solutions to the area's biggest community challenges. Sira is thrilled to have David who embodies Sira's priorities of family, community, and a commitment to equity and excellence.

## Sales Strategies

Regulated cannabis market participants will compete on quality, price and service support of their product mix. Moreover, Sira believes that success in this market depends on public participation with the broad cannabis stakeholder community to ensure a strong and well-regulated industry in Massachusetts. Sira plans to expand upon its presence as a wholesaler in the adult-use marketplace with three, wholly-owned, adult use dispensaries in the cities of Somerville, Watertown, and Boston. Sira will leverage relationships with existing retailers and build relationships with new product manufacturers and retailers as they are licensed by the Commission.

Sira's five-year sales projections, should we be awarded the applied-for licenses are as follows:

Sira Naturals 5 Year Sales Projections	Total 2020	Total 2021	Total 2022	Total 2023	Total 2024	Total 2025
Total Wholesale Sales	\$ 32,771,089	\$ 25,894,284	\$ 62,729,738	\$ 53,913,441	\$ 43,505,319	\$ 34,437,594
Total Retail Sales	\$ 18,609,927	\$ 30,829,543	\$ 57,552,076	\$ 66,171,020	\$ 73,797,723	\$ 82,391,684
TOTAL SIRA Sales	\$ 51,381,016	\$ 56,723,827	\$ 120,281,814	\$ 120,084,461	\$ 117,303,043	\$ 116,829,278

## Funding Requirements

Sira Naturals will continue to fund its operations with cash flows generated by operations.

**Sira Naturals, Inc.**  
**Plan for Obtaining Liability Insurance**

**Purpose**

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

**Research**

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

**Plan**

Once Sira Naturals, Inc. receives its Provisional Marijuana Establishment License we will engage with an insurance provider who is experienced in the legal marijuana industry.

Sira Naturals, Inc. 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.

The deductible for each policy will be no higher than \$5,000 per occurrence.

In the event that Sira Naturals, Inc. cannot obtain the required insurance coverage, Sira Naturals, Inc. will place a minimum of \$250,000 in an escrow account. These funds will be used solely for the coverage of liabilities.

Sira Naturals, Inc. will replenish this account within ten business days of any expenditure.

Sira Naturals, Inc. will maintain reports documenting compliance with 935 CMR 500.105(10) in a manner and form determined by the Commission and make these reports available to the Commission upon request.



## **RESTRICTING ACCESS TO AGE 21 AND OLDER-CULTIVATION AND MANUFACTURING**

The Adult-Use cannabis regulations at 935 MR 500.000 et. seq. contains a variety of restrictions on access to Marijuana Establishments to those who are under 21 years of age. All Sira board members, directors, employees, executives, managers, and volunteers must be 21 years of age or older. Employees include a consultant or contractor who provides on-site services to Sira Naturals related to the cultivation, harvesting, preparation, packaging, storage, testing, or dispensing of marijuana.

The Sira Naturals Milford cultivation and manufacturing facility is inaccessible at all times to anyone under the age of 21. The facility is not open to the public and does not serve patients or customers. The facility only employs individuals who are 21 years of age or older.

All parts of the Sira Milford facility are equipped with locks and other security devices, and which are accessible only to Sira Naturals agents and visitors who are 21 years of age or older. The Sira facility is locked at all times, and only employees who are issued key fob access are able to enter the building. Sira maintains a security vestibule that is staffed by security personnel during facility operating hours.

Sira Naturals engages in on-premises verification of identification for all employees and visitors to the Sira Milford facility. Upon entry into Sira's premises by an individual, a security agent immediately inspects the individual's proof of identification and determines the individual's age. An individual shall not be admitted to the premises unless the security agent has verified that the individual is 21 years of age or older by an individual's proof of identification.

Any visitors to the facility must have an approved purpose for visiting the facility, make an appointment, and be checked into the facility by Sira Naturals security personnel. Sira will not admit any visitors who are under the age of 21. The exterior and interior of the facility are monitored at all times by surveillance cameras, and the surveillance recordings are kept for a period of 90 days.

Upon entry into the facility by an individual, a Sira agent will immediately inspect the individual's proof of identification and determine that the individual is 21 years of age or older.

Individuals who can access the facility include:

- Sira Agents (including board members, directors, employees, executives, managers, or volunteers)
  - While at the facility or transporting marijuana for the facility all Sira Agents must carry their valid Agent Registration Card issued by the Commission
  - All Sira Agents are verified to be 21 years of age or older prior to being issued a Marijuana Establishment Agent card.
- Visitors (including outside vendors and contractors)

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

### **Age Verification**

To verify an individual is 21 or older Sira Agent must receive and examine from the individual one of the following authorized government issued ID Cards;

- Massachusetts Issued driver's license
- Massachusetts Issued ID card
- Out-of-state driver's license or ID card (with photo)
- Passport
- U.S. Military I.D.
  - If for any reason the identity of the individual or the validity of the ID is in question, the individual will not be granted access to the facility.

### **Training**

Sira will train all Security Agents on the verification and identification of individuals. This training will be done prior to Agents performing age verification duties.

All Sira agents will enroll and complete the Responsible Vendor Training Program when it is available. This curriculum will include:

- Diversion prevention and prevention of sales to minors;
- Acceptable forms of identification, including:
  - How to check identification;
  - Spotting false identification;
  - Medical registration cards issued by the Commission;
  - Provisions for confiscating fraudulent identifications; and
  - Common mistakes made in verification.



## QUALITY CONTROL AND TESTING

Sira Naturals maintains extensive quality control and testing policies and procedures to ensure the safe and effective production of all Sira products. Sira employs a highly qualified full-time Quality Assurance Manager. This position is independent of the various production departments and is responsible to the Chief Operating Officer. Sira maintains written quality control procedures for all production processes, including but not limited to:

- product manufacturing
- limited access to work in progress
- hygiene requirements
- clean in/clean out
- GMP for people and processes
- products handling
- materials and workflows
- product drying
- product thawing
- packing and handling
- equipment lockout/tagout
- recall procedures
- emergency actions
- pathogen exposure control
- product refrigeration
- food safety prerequisites
- equipment operations
- environmental testing
- hold and release procedures
- and many others

Sira will never sell or otherwise market marijuana product that has not first been tested by an Independent Testing Laboratory and deemed to comply with the standards required under 935 CMR 500.160. All external testing of Sira marijuana products is performed by an Independent Testing Laboratory in compliance with the *Protocol for Sampling and Analysis of Finished Medical Marijuana Products and Marijuana-infused Products*, as amended in November 2016, published by the DPH. Testing of environmental media (*e.g.*, soils, solid growing media, and water) is performed in compliance with the *Protocol for Sampling and Analysis of Environmental Media for Massachusetts Registered Medical Marijuana Dispensaries* published by the DPH.

Sira maintains a written policy for responding to laboratory results that indicate contaminant levels are above acceptable limits established in the DPH protocols identified in 935 CMR 500.160(1). The policy includes notifying the Commission within 72 hours of any laboratory testing results indicating that the contamination cannot be remediated and disposing of the production batch. The notification is required to describe a proposed plan of action for both the destruction of the contaminated product and the assessment of the source of contamination. Sira maintains the results of all testing for no less than one year. All Sira transportation of marijuana to and from Independent Testing Laboratories complies with 935 CMR 500.105(13).

In addition to third-party independent testing for all finished products, Sira also performs internal testing of marijuana products at various stages throughout the production process to

ensure consistency and quality of products and raw materials. Internal testing ensures the suitability of materials used in all cultivation and production activities.

Sira Naturals has implemented an industry standard Integrated Pest Management (“IPM”) program focusing on preventing pest problems. Preventing pest problems in our cultivation facility will entail minimizing pest access to the facility and the food and shelter available to it. Consequently, IPM relies heavily on the cooperation and participation of all employees. Also, quality control and the testing of marijuana products are essential for the operation of Sira Naturals’ cultivation facility. Sira Naturals will utilize best industry practices when it comes to quality control and product testing.

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



## PERSONNEL POLICIES INCLUDING BACKGROUND CHECKS

Sira Naturals implements standard best practices in its human resources personnel policies and procedures. Sira places a heightened level of scrutiny on employees given the compliance environment and particularities of the marijuana industry. Every potential employee is carefully pre-screened for compliance with Commission regulations prior to hiring. All potential Sira agents apply and are vetted pursuant to 935 CMR 500.030. Background checks are conducted annually on all Sira personnel pursuant to 935 CMR 500.030(3).

Once onboard, our staff is provided with an employee handbook containing information about the policies and procedures of the organization, as well as benefits and opportunities available to employees. The Handbook contains all company personnel policies, including but not limited to:

- rules of conduct
- dress code
- alcohol and drug free workplace
- discipline
- confidentiality
- conflict of interest
- ethics
- whistle blower
- discrimination and harassment
- reasonable accommodation
- zero tolerance
- prohibition of retaliation
- emergency procedures
- work hours
- attendance and time off
- performance evaluations
- injuries
- termination
- leave policies
- holidays
- vacation
- personal and sick days
- maternity/paternity
- military leave and jury duty
- health insurance (including dental and vision)
- COBRA
- worker's compensation
- unemployment compensation

Sira will maintain the following Personnel Records:

1. Job descriptions for each employee and volunteer position, as well as organizational charts consistent with the job descriptions;
2. A personnel record for each Sira Agent. All records will be maintained for at least 12 months after termination of the individual's affiliation with Sira and will include, at a minimum, the following:
  - a. All materials submitted to the Commission pursuant to 935 CMR 500.030(2);
  - b. Documentation of verification of references;
  - c. The job description or employment contract that includes duties, authority, responsibilities, qualifications, and supervision;

- d. Documentation of all required training, including training regarding privacy and confidentiality requirements, and the signed statement of the individual indicating the date, time, and place he or she received said training and the topics discussed, including the name and title of presenters;
  - e. Documentation of periodic performance evaluations;
  - f. A record of any disciplinary action taken; and
  - g. Notice of completed responsible vendor and eight-hour related duty training.
3. A staffing plan that will demonstrate accessible business hours and safe manufacturing & processing conditions;
  4. Personnel policies and procedures; and
  5. All background check reports obtained in accordance with M.G.L c. 6 § 172, 935 CMR 500.029, 935 CMR 500.030, and 803 CMR 2.00: Criminal Offender Record Information (CORI).

These Personnel Records will be held electronically and in hard copy. The electronic records will be stored in a secure server with encryption software that protects against unauthorized access to the files. Access to the electronic records will only be allowed to Sira Management Agents who require access as part of their job duties. Hard Copy (written records) will be stored in a secure, locked cabinet in a locked room accessible to only Sira Management Agents who require access. These records will be made available for inspection by the Commission upon request.

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

1. Be 21 years of age or older;
2. Have not been convicted of an offense in the Commonwealth involving the distribution of controlled substances to minors, or a like violation of the laws of another state, the United States or foreign jurisdiction, or a military, territorial, or Native American tribal authority; and
3. Be determined suitable for registration consistent with the provisions of 935 CMR 500.800 and 500.802.

Sira will submit to the Commission an application for every Sira Agent and our application will include;

1. The full name, date of birth, and address of the individual;
2. All aliases used previously or currently in use by the individual, including maiden name, if any;
3. A copy of the applicant’s driver’s license, government-issued identification card, liquor purchase identification card issued pursuant to M.G.L. c. 138, § 34B, or other verifiable identity documents acceptable to the Commission;
4. An attestation that the individual will not engage in the diversion of marijuana products;
5. Written acknowledgment by the applicant of any limitations on his or her authorization to cultivate, harvest, prepare, package, possess, transport, and dispense marijuana in the Commonwealth;
6. Background information, including, as applicable:
  - a. A description and the relevant dates of any criminal action under the laws of the Commonwealth, or another state, the United States or foreign jurisdiction, or a military, territorial, or Native American tribal authority, whether for a felony or misdemeanor and

which resulted in conviction, or guilty plea, or plea of nolo contendere, or admission of sufficient facts;

- b. A description and the relevant dates of any civil or administrative action under the laws of the Commonwealth, another state, the United States or foreign jurisdiction, or a military, territorial, or Native American tribal authority relating to any professional or occupational or fraudulent practices;
- c. A description and relevant dates of any past or pending denial, suspension, or revocation of a license or registration, or the denial of a renewal of a license or registration, for any type of business or profession, by any federal, state, or local government, or any foreign jurisdiction;
- d. A description and relevant dates of any past discipline by, or a pending disciplinary action or unresolved complaint by, the Commonwealth, or alike action or complaint by another state, the United States or foreign jurisdiction, or a military, territorial, or Native American tribal authority with regard to any professional license or registration held by the applicant; and
- e. A nonrefundable application fee paid by the Marijuana Establishment with which the marijuana establishment agent will be associated; and
- f. Any other information required by the Commission.

A Sira Executive is registered with the Department of Criminal Justice Information Systems pursuant to 803 CMR 2.04: iCORI Registration and will submit to the Commission a Criminal Offender Record Information (CORI) report and any other background check information required by the Commission for each individual for whom Sira seeks a marijuana establishment agent registration which was obtained within 30 days prior to submission.

Sira will notify the Commission no more than one business day after a Sira Agent ceases to be associated with the establishment. The registration will be immediately voided when the Agent is no longer associated with the establishment.

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

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

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

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

1. Application Process- During the application process Sira will complete the Background Check Packet as outlined in 935 CMR 500.101(1)(b) which includes;
  - a. The list of individuals and entities in 935 CMR 500.101(1)(a)1. (all executives, managers, persons or entities having direct or indirect authority over the management, policies, security operations or cultivation operations of the Marijuana Establishment; close associates and members of the applicant, if any; and a list of all persons or entities

contributing 10% or more of the initial capital to operate the Marijuana Establishment including capital that is in the form of land or buildings);

- b. Information for each individual identified in 935 CMR 500.101(1)(a)1., which shall include:
  - i. The individual's full legal name and any aliases;
  - ii. The individual's address;
  - iii. The individual's date of birth;
  - iv. A photocopy of the individual's driver's license or other government-issued identification cards;
  - v. A CORI Acknowledgment Form, pursuant to 803 CMR 2.09: Requirements for Requestors to Request CORI, provided by the Commission, signed by the individual and notarized;
  - vi. Authorization to obtain a full set of fingerprints, in accordance with M.G.L. c. 94G, § 21, submitted in a form and manner as determined by the Commission;
- c. Relevant Background Check Information. Applicants for licensure will also be required to provide information detailing involvement in any criminal or civil or administrative matters:
  - i. A description and the relevant dates of any criminal action under the laws of the Commonwealth, or an Other Jurisdiction, whether for a felony or misdemeanor including, but not limited to, action against any health care facility or facility for providing Marijuana for medical- or adult-use purposes, in which those individuals either owned shares of stock or served as board member, Executive, officer, director or member, and which resulted in conviction, or guilty plea, or plea of nolo contendere, or admission of sufficient facts;
  - ii. A description and the relevant dates of any civil action under the laws of the Commonwealth, or other Jurisdiction including, but not limited to, a complaint relating to any professional or occupational or fraudulent practices;
  - iii. A description and relevant dates of any past or pending legal or enforcement actions in the Commonwealth or any other state against an entity whom the applicant served as a Person or Entity Having Direct or Indirect Control, related to the cultivation, processing, distribution, or sale of Marijuana for medical- or adult-use purposes;
  - iv. A description and the relevant dates of any administrative action with regard to any professional license, registration, or certification, including any complaint, order, stipulated agreement or settlement, or disciplinary action, by the Commonwealth, or like action in an Other Jurisdiction including, but not limited to, any complaint or issuance of an order relating to the denial, suspension, or revocation of a license, registration, or certification;
  - v. A description and relevant dates of any administrative action, including any complaint, order or disciplinary action, by the Commonwealth, or alike action by another Jurisdiction with regard to any professional license, registration, or certification, held by any Person or Entity Having Direct or Indirect Control, if any;
  - vi. A description and relevant dates of actions against a license to prescribe or distribute controlled substances or legend drugs held by any Person or Entity Having Direct or Indirect Control that is part of the applicant's application, if any; and

vii. Any other information required by the Commission.

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

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

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

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

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

Sira seeks to promote a workplace that is free from discrimination and harassment, whether based on race, color, gender, age, religion, creed, national origin, ancestry, sexual orientation, marital status, or disability. Inappropriate interference with the ability of Sira employees to perform their expected job duties is not tolerated. It is illegal and against Sira's policy for any employee, male or female, to harass another employee. Examples of such harassment include making sexual advances or favors or other verbal or physical conduct of a sexual nature a condition of any employee's employment; using an employee's submission to or rejection of such conduct as the basis for, or as a factor in, any employment decision affecting the individual; or otherwise creating an intimidating, hostile, or offensive working environment by such conduct. The creation of an intimidating, hostile, or offensive working environment may include but is not limited to such actions as persistent comments on an employee's sexual preferences, the display of obscene or sexually-oriented photographs or drawings, or the telling of sexual jokes. Conduct or actions that arise out of a personal or social relationship and that are not intended to have a discriminatory employment effect may not be viewed as harassment. Sira will determine whether such conduct constitutes sexual harassment, based on a review of the facts and circumstances of each situation.

Sira will not condone any sexual harassment of its employees. All employees, including supervisors and managers, will be subject to severe discipline, up to and including discharge, for any act of sexual harassment they commit. Sira will not condone sexual harassment of its employees by non-employees, and instances of such harassment should be reported as indicated below for harassment by employees.

If an employee feels victimized by sexual harassment, they are instructed to report the harassment to their manager immediately. If their immediate manager is the source of the alleged harassment, they should report the problem to Executive Management. Managers who receive a sexual harassment complaint should carefully investigate the matter, questioning all employees who may have knowledge of either the incident in question or similar problems. The complaint, the investigative steps and findings, and disciplinary actions (if any) should be documented as thoroughly as possible. Any employee who makes a complaint, or who cooperates in any way in the investigation of the same, will not be subjected to any retaliation or discipline of any kind.

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

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

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

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

Sira is committed to providing its employees with a safe and productive work environment. In keeping with this commitment, it maintains a strict policy against the use of alcohol and the unlawful use of drugs in the workplace. Consequently, no employee may consume or possess alcohol, or use, possess, sell, purchase, or transfer illegal drugs at any time while on Sira premises or while using Sira vehicles or equipment, or at any location during work time. No employee may report to work with illegal drugs (or their metabolites) or alcohol in his or her bodily system. The only exception to this rule is that employees may engage in moderate consumption of alcohol that may be served and/or consumed as part of an authorized Company social or business event. "Illegal drug" means any drug that is not legally obtainable or that is legally obtainable but has not been legally obtained. It includes prescription drugs not being used for prescribed purposes or by the person to whom it is prescribed or in prescribed amounts. It also includes any substance a person holds out to another as an illegal drug. Any violation of this policy will result in disciplinary action, up to and including termination.

Any employee who feels he or she has developed an addiction to, dependence upon, or problem with alcohol or drugs, legal or illegal, is strongly encouraged to seek assistance before a violation of this policy occurs. Any employee who requests time off to participate in a rehabilitation program will be reasonably

accommodated. However, employees may not avoid disciplinary action, up to and including termination, by entering a rehabilitation program after a violation of this policy is suspected or discovered.

Smoke-Free Workplace: Smoking is prohibited throughout the workplace. This policy applies equally to all employees, clients, partners, and visitors.

Employee Diversion of Marijuana: If a Sira Agent is found to have diverted marijuana, that agent will immediately be dismissed and have their Marijuana Establishment Registration Card confiscated. The CEO will immediately be notified. The CEO will make a detailed report of the event and report it to local law enforcement and the Commission within 24 hours.

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

1. Equal Opportunity Employment
2. Safety and Security
3. Background Check and CORI Requirements
4. Alcohol, Smoke, and Drug Free Work Environment
5. Zero Tolerance Diversion and Theft Policies
6. Cannabis Control Commission Issued Registration Card
7. Employee Rules of Conduct
8. Anti-Harassment
9. Non-Violent Workplace
10. Business Operating and Working Hours
11. Email and Internet Policy
12. Employee Attendance, Sick Time, and Vacation Time Off Requests
13. Visitor Rules and Procedures
14. Employee Performance Reviews
15. Responsible Vendor Training Requirements
16. Resignation or Termination of Employment
17. Employee Signed Acknowledgement of Handbook Receipt and Review



## **MAINTAINING OF FINANCIAL RECORDS**

Sira Naturals' business success rests, in part, on sound financial recordkeeping practices. Without accurate records it is impossible to determine the financial condition or profitability of the business. Sira Naturals maintains a staff of internal accounting personnel and a sophisticated financial record keeping system to guide Sira management in financial decision making.

Sira Naturals employs an Enterprise Resource Planning Platform to track and record all financial and operational transactions. The ERP system records all internal and external transactions to a general ledger and maintains journals for accounts receivable, accounts payable, payroll, inventory, petty cash, and other financial accounts. The system records and stores all income and expenses and provides reports on demand for all accounts. The system generates all financial statements (balance sheet, income statement, cash flow statement, etc.) on demand. All such financial records are maintained according to the statutory and regulatory minimum time frames.

Sira Naturals maintains a secure electronic record keeping system to store all contracts, agreements, leases, titles, licenses, insurance policies, permits and other key documents. Sira employs a third-party provider to handle payroll disbursements and records. Sira maintains a contractual relationship with its payroll provider that includes provisions for the security of data and action plans in the vent of data breach. Sira engages third-party professional tax advisors and maintains all tax records in a secure records system that is only accessible to authorized personnel.

Sira Naturals engages third-party banking services from a licensed banking institution. This banking institution monitors all Sira Naturals transactions pursuant to guidance from the Financial Crimes Enforcement Network (FinCen) entitled: *BSA Expectations Regarding Marijuana-Related Businesses* (Feb. 2014). Though Sira does not have direct access to reports filed with FinCen by our banking institution, if there is any unexplained financial activity occurring with any of Sira's business accounts, Sira is to be notified by our banking institution and given an opportunity to explain or correct such activity. From the inception of the organization to today, Sira has never been notified of any unexplained financial activity occurring in any of its business accounts.

Sira Naturals maintains a number of different accounts with its financial institution, including business banking accounts, petty cash accounts, budget reserve accounts and others. Sira monitors these accounts on a systematic basis to ensure that no activity that is inconsistent with its expectations is occurring.

When Sira is involved in, or anticipates that it may be involved in, litigation that implicates financial records, the CEO's office will issue a litigation hold on any such records. This means that all financial records and documents relating to the litigation matter must be set aside in order to preserve any potential evidence. In the event that the CEO announces a litigation hold on any or all Sira financial records as a result of pending or anticipated litigation, all such records covered **MUST NOT** be discarded, deleted or destroyed.

Sira Naturals takes reasonable and prudent steps to ensure the security of all financial records and that such records are only accessible to authorized individuals.

### **Access to the Commission**

All Sira electronic and hard copy (written) records will be available to the Commission upon request pursuant to 935 CMR 500.105(9). The records will be maintained in accordance with

generally accepted accounting principles. All written records required in any section of 935 CMR 500.000, 501.000, 502.000 are subject to inspection.

**Access to the Massachusetts Department of Revenue ("DOR")**

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

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

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



## PERSONNEL POLICIES INCLUDING BACKGROUND CHECKS

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Once onboard, our staff is provided with an employee handbook containing information about the policies and procedures of the organization, as well as benefits and opportunities available to employees. The Handbook contains all company personnel policies, including but not limited to:

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- discipline
- confidentiality
- conflict of interest
- ethics
- whistle blower
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- reasonable accommodation
- zero tolerance
- prohibition of retaliation
- emergency procedures
- work hours
- attendance and time off
- performance evaluations
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- termination
- leave policies
- holidays
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  - a. All materials submitted to the Commission pursuant to 935 CMR 500.030(2);
  - b. Documentation of verification of references;
  - c. The job description or employment contract that includes duties, authority, responsibilities, qualifications, and supervision;

- d. Documentation of all required training, including training regarding privacy and confidentiality requirements, and the signed statement of the individual indicating the date, time, and place he or she received said training and the topics discussed, including the name and title of presenters;
  - e. Documentation of periodic performance evaluations;
  - f. A record of any disciplinary action taken; and
  - g. Notice of completed responsible vendor and eight-hour related duty training.
3. A staffing plan that will demonstrate accessible business hours and safe manufacturing & processing conditions;
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  5. All background check reports obtained in accordance with M.G.L c. 6 § 172, 935 CMR 500.029, 935 CMR 500.030, and 803 CMR 2.00: Criminal Offender Record Information (CORI).

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

1. Be 21 years of age or older;
2. Have not been convicted of an offense in the Commonwealth involving the distribution of controlled substances to minors, or a like violation of the laws of another state, the United States or foreign jurisdiction, or a military, territorial, or Native American tribal authority; and
3. Be determined suitable for registration consistent with the provisions of 935 CMR 500.800 and 500.802.

Sira will submit to the Commission an application for every Sira Agent and our application will include;

1. The full name, date of birth, and address of the individual;
2. All aliases used previously or currently in use by the individual, including maiden name, if any;
3. A copy of the applicant’s driver’s license, government-issued identification card, liquor purchase identification card issued pursuant to M.G.L. c. 138, § 34B, or other verifiable identity documents acceptable to the Commission;
4. An attestation that the individual will not engage in the diversion of marijuana products;
5. Written acknowledgment by the applicant of any limitations on his or her authorization to cultivate, harvest, prepare, package, possess, transport, and dispense marijuana in the Commonwealth;
6. Background information, including, as applicable:
  - a. A description and the relevant dates of any criminal action under the laws of the Commonwealth, or another state, the United States or foreign jurisdiction, or a military, territorial, or Native American tribal authority, whether for a felony or misdemeanor and

which resulted in conviction, or guilty plea, or plea of nolo contendere, or admission of sufficient facts;

- b. A description and the relevant dates of any civil or administrative action under the laws of the Commonwealth, another state, the United States or foreign jurisdiction, or a military, territorial, or Native American tribal authority relating to any professional or occupational or fraudulent practices;
- c. A description and relevant dates of any past or pending denial, suspension, or revocation of a license or registration, or the denial of a renewal of a license or registration, for any type of business or profession, by any federal, state, or local government, or any foreign jurisdiction;
- d. A description and relevant dates of any past discipline by, or a pending disciplinary action or unresolved complaint by, the Commonwealth, or alike action or complaint by another state, the United States or foreign jurisdiction, or a military, territorial, or Native American tribal authority with regard to any professional license or registration held by the applicant; and
- e. A nonrefundable application fee paid by the Marijuana Establishment with which the marijuana establishment agent will be associated; and
- f. Any other information required by the Commission.

A Sira Executive is registered with the Department of Criminal Justice Information Systems pursuant to 803 CMR 2.04: iCORI Registration and will submit to the Commission a Criminal Offender Record Information (CORI) report and any other background check information required by the Commission for each individual for whom Sira seeks a marijuana establishment agent registration which was obtained within 30 days prior to submission.

Sira will notify the Commission no more than one business day after a Sira Agent ceases to be associated with the establishment. The registration will be immediately voided when the Agent is no longer associated with the establishment.

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

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

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

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

1. Application Process- During the application process Sira will complete the Background Check Packet as outlined in 935 CMR 500.101(1)(b) which includes;
  - a. The list of individuals and entities in 935 CMR 500.101(1)(a)1. (all executives, managers, persons or entities having direct or indirect authority over the management, policies, security operations or cultivation operations of the Marijuana Establishment; close associates and members of the applicant, if any; and a list of all persons or entities

contributing 10% or more of the initial capital to operate the Marijuana Establishment including capital that is in the form of land or buildings);

- b. Information for each individual identified in 935 CMR 500.101(1)(a)1., which shall include:
  - i. The individual's full legal name and any aliases;
  - ii. The individual's address;
  - iii. The individual's date of birth;
  - iv. A photocopy of the individual's driver's license or other government-issued identification cards;
  - v. A CORI Acknowledgment Form, pursuant to 803 CMR 2.09: Requirements for Requestors to Request CORI, provided by the Commission, signed by the individual and notarized;
  - vi. Authorization to obtain a full set of fingerprints, in accordance with M.G.L. c. 94G, § 21, submitted in a form and manner as determined by the Commission;
- c. Relevant Background Check Information. Applicants for licensure will also be required to provide information detailing involvement in any criminal or civil or administrative matters:
  - i. A description and the relevant dates of any criminal action under the laws of the Commonwealth, or an Other Jurisdiction, whether for a felony or misdemeanor including, but not limited to, action against any health care facility or facility for providing Marijuana for medical- or adult-use purposes, in which those individuals either owned shares of stock or served as board member, Executive, officer, director or member, and which resulted in conviction, or guilty plea, or plea of nolo contendere, or admission of sufficient facts;
  - ii. A description and the relevant dates of any civil action under the laws of the Commonwealth, or other Jurisdiction including, but not limited to, a complaint relating to any professional or occupational or fraudulent practices;
  - iii. A description and relevant dates of any past or pending legal or enforcement actions in the Commonwealth or any other state against an entity whom the applicant served as a Person or Entity Having Direct or Indirect Control, related to the cultivation, processing, distribution, or sale of Marijuana for medical- or adult-use purposes;
  - iv. A description and the relevant dates of any administrative action with regard to any professional license, registration, or certification, including any complaint, order, stipulated agreement or settlement, or disciplinary action, by the Commonwealth, or like action in an Other Jurisdiction including, but not limited to, any complaint or issuance of an order relating to the denial, suspension, or revocation of a license, registration, or certification;
  - v. A description and relevant dates of any administrative action, including any complaint, order or disciplinary action, by the Commonwealth, or alike action by another Jurisdiction with regard to any professional license, registration, or certification, held by any Person or Entity Having Direct or Indirect Control, if any;
  - vi. A description and relevant dates of actions against a license to prescribe or distribute controlled substances or legend drugs held by any Person or Entity Having Direct or Indirect Control that is part of the applicant's application, if any; and

vii. Any other information required by the Commission.

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

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

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

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

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

Sira seeks to promote a workplace that is free from discrimination and harassment, whether based on race, color, gender, age, religion, creed, national origin, ancestry, sexual orientation, marital status, or disability. Inappropriate interference with the ability of Sira employees to perform their expected job duties is not tolerated. It is illegal and against Sira's policy for any employee, male or female, to harass another employee. Examples of such harassment include making sexual advances or favors or other verbal or physical conduct of a sexual nature a condition of any employee's employment; using an employee's submission to or rejection of such conduct as the basis for, or as a factor in, any employment decision affecting the individual; or otherwise creating an intimidating, hostile, or offensive working environment by such conduct. The creation of an intimidating, hostile, or offensive working environment may include but is not limited to such actions as persistent comments on an employee's sexual preferences, the display of obscene or sexually-oriented photographs or drawings, or the telling of sexual jokes. Conduct or actions that arise out of a personal or social relationship and that are not intended to have a discriminatory employment effect may not be viewed as harassment. Sira will determine whether such conduct constitutes sexual harassment, based on a review of the facts and circumstances of each situation.

Sira will not condone any sexual harassment of its employees. All employees, including supervisors and managers, will be subject to severe discipline, up to and including discharge, for any act of sexual harassment they commit. Sira will not condone sexual harassment of its employees by non-employees, and instances of such harassment should be reported as indicated below for harassment by employees.

If an employee feels victimized by sexual harassment, they are instructed to report the harassment to their manager immediately. If their immediate manager is the source of the alleged harassment, they should report the problem to Executive Management. Managers who receive a sexual harassment complaint should carefully investigate the matter, questioning all employees who may have knowledge of either the incident in question or similar problems. The complaint, the investigative steps and findings, and disciplinary actions (if any) should be documented as thoroughly as possible. Any employee who makes a complaint, or who cooperates in any way in the investigation of the same, will not be subjected to any retaliation or discipline of any kind.

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

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

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

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

Sira is committed to providing its employees with a safe and productive work environment. In keeping with this commitment, it maintains a strict policy against the use of alcohol and the unlawful use of drugs in the workplace. Consequently, no employee may consume or possess alcohol, or use, possess, sell, purchase, or transfer illegal drugs at any time while on Sira premises or while using Sira vehicles or equipment, or at any location during work time. No employee may report to work with illegal drugs (or their metabolites) or alcohol in his or her bodily system. The only exception to this rule is that employees may engage in moderate consumption of alcohol that may be served and/or consumed as part of an authorized Company social or business event. "Illegal drug" means any drug that is not legally obtainable or that is legally obtainable but has not been legally obtained. It includes prescription drugs not being used for prescribed purposes or by the person to whom it is prescribed or in prescribed amounts. It also includes any substance a person holds out to another as an illegal drug. Any violation of this policy will result in disciplinary action, up to and including termination.

Any employee who feels he or she has developed an addiction to, dependence upon, or problem with alcohol or drugs, legal or illegal, is strongly encouraged to seek assistance before a violation of this policy occurs. Any employee who requests time off to participate in a rehabilitation program will be reasonably

accommodated. However, employees may not avoid disciplinary action, up to and including termination, by entering a rehabilitation program after a violation of this policy is suspected or discovered.

Smoke-Free Workplace: Smoking is prohibited throughout the workplace. This policy applies equally to all employees, clients, partners, and visitors.

Employee Diversion of Marijuana: If a Sira Agent is found to have diverted marijuana, that agent will immediately be dismissed and have their Marijuana Establishment Registration Card confiscated. The CEO will immediately be notified. The CEO will make a detailed report of the event and report it to local law enforcement and the Commission within 24 hours.

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

1. Equal Opportunity Employment
2. Safety and Security
3. Background Check and CORI Requirements
4. Alcohol, Smoke, and Drug Free Work Environment
5. Zero Tolerance Diversion and Theft Policies
6. Cannabis Control Commission Issued Registration Card
7. Employee Rules of Conduct
8. Anti-Harassment
9. Non-Violent Workplace
10. Business Operating and Working Hours
11. Email and Internet Policy
12. Employee Attendance, Sick Time, and Vacation Time Off Requests
13. Visitor Rules and Procedures
14. Employee Performance Reviews
15. Responsible Vendor Training Requirements
16. Resignation or Termination of Employment
17. Employee Signed Acknowledgement of Handbook Receipt and Review



## **RECORD KEEPING PROCEDURES**

Sira Naturals maintains numerous written operational, personnel, and business records that will be made available for inspection by the Commission, upon request. Sira records are maintained in accordance with generally accepted accounting principles. Sira's human resources department retains and destroys personnel records in accordance with Sira's corporate policies on business records retention, as well as federal and state laws governing record retention. The following employee information records are maintained in segregated personnel files: Pre-employment testing results and background check information; I-9 forms; benefits plan and employee medical records; health and safety records; general employee personnel records.

Commission compliance reports are maintained in reverse chronological sequence and filed separately from the above employee information records. All paper personnel records, confidential employee data, and other paper records maintained by Sira Naturals is destroyed by shredding after retention dates have passed. Hardcopy confidential records are shredded using a locked shredder on the Sira Naturals premises.

When Sira is involved in or anticipates that it may be involved in litigation, the CEO's office will issue a litigation hold. This means that all documents relating to the litigation matter must be kept in order to preserve any potential evidence. In the event that the CEO announces a litigation hold on any or all Sira records as a result of pending or anticipated litigation, all records covered by such litigation hold **MUST NOT** be discarded, deleted or destroyed. Further, the IT department will suspend the automatic deletion of emails for all individuals covered by the litigation hold.

### **Access to the Commission**

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

### **Types of Records**

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

- Operating procedures as required by 935 CMR 500.105(1):
  - Security measures in compliance with 935 CMR 500.110;
  - Employee security policies, including personal safety and crime prevention techniques;
  - A description of the Marijuana Establishment's hours of operation and after-hours contact information, which shall be provided to the Commission, made available to law enforcement officials upon request, and updated pursuant to 935 CMR 500.000;
  - 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;
- 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);
- 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;
- A policy for the immediate dismissal of any marijuana establishment agent who has:
  - Diverted marijuana, which shall be reported to law enforcement officials and to the Commission;
  - Engaged in unsafe practices with regard to operation of the Marijuana Establishment, which shall 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 members and executives of a Marijuana Establishment, and members, if any, of the licensee must be made available upon request by any individual. 935 CMR This requirement may be fulfilled by placing this information on the Marijuana Establishment's website.
- Policies and procedures for the handling of cash on Marijuana Establishment premises including but not limited to storage, collection frequency, and transport to financial institution(s).
- 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 shall 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 the 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.
- Operating procedures as required by 935 CMR 500.120(12);
  - Methods for identifying, recording, and reporting diversion, theft, or loss, and for correcting all errors and inaccuracies in inventories. The policies and procedures, at a minimum, must be in compliance with 935 CMR 500.105(8);
  - Policies and procedures for handling voluntary and mandatory recalls of marijuana. Such procedures shall be adequate to deal with recalls due to any action initiated at the request or order of the Commission, and any voluntary action by a Marijuana Establishment to remove defective or potentially defective marijuana from the market, as well as any action undertaken to promote public health and safety;
  - Policies and procedures for ensuring that any outdated, damaged, deteriorated, mislabeled, or contaminated marijuana is segregated from other marijuana and destroyed. Such procedures shall provide for written documentation of the disposition of the marijuana. The policies and procedures, at a minimum, must be in compliance with 935 CMR 500.105(12);
  - Policies and procedures for transportation. The policies and procedures, at a minimum, must be in compliance with 935 CMR 500.105(13);
  - Policies and procedures to reduce energy and water usage, engage in energy conservation and mitigate other environmental impacts. The policies and procedures at a minimum, must be in compliance with 935 CMR 500.105(15) and 935 CMR 500.120(11); and
  - Policies and procedures for the transfer, acquisition, or sale of marijuana between Marijuana Establishments.
- Inventory records as required by 935 CMR 500.105(8); and
- Seed-to-sale tracking records for all marijuana products are required by 935 CMR 500.105(8)(e),
- Personnel records required by 935 CMR 500.105(9)(d), including but not limited to;
  - 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. Such records shall be maintained for at least 12 months after termination of the individual's affiliation with the Marijuana Establishment and shall include, at a minimum, the following:
    - 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; and
    - Notice of completed responsible vendor and eight-hour related duty training.
  - A staffing plan that will demonstrate accessible business hours and safe work conditions;
  - Personnel policies and procedures; and
  - All background check reports obtained in accordance with 935 CMR 500.030
- Business records, which shall include manual or computerized records of:
  - Assets and liabilities;
  - Monetary transactions;
  - Books of accounts, which shall include journals, ledgers, and supporting documents, agreements, checks, invoices, and vouchers;
  - Sales records including the quantity, form, and cost of marijuana products; and
  - Salary and wages paid to each employee, stipend paid to each board member, and an executive compensation, bonus, benefit, or item of value paid to any individual affiliated with a Marijuana Establishment, including members of the nonprofit corporation, if any.
- Waste disposal records as required under 935 CMR 500.105(12); and
- Following closure of a Marijuana Establishment, all records must be kept for at least two years at the expense of the Marijuana Establishment and in a form and location acceptable to the Commission.
- Responsible vendor training program compliance records.
- Vehicle registration, inspection and insurance records.

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



## **QUALIFICATIONS AND TRAINING**

Sira ensures that all agents are qualified for the roles they assume and that they complete training prior to performing their job functions. Sira qualifies agent applicants by posting job descriptions on employment websites and trade boards. Potential applicant resumes are screened for appropriate qualifications. Qualified applicants are then personally interviewed in a three-step interview process. Once an applicant has been selected to join the team, Sira conducts a comprehensive background check to ensure that the applicant complies with the Commission's regulations regarding qualifications.

Training is tailored to the roles and responsibilities of the job function of each agent and includes a Responsible Vendor Program under 935 CMR 500.105(2)(b). At a minimum, all staff receives eight hours of on-going training annually.

Within 90 days of hire, all owners, managers and employees involved with handling marijuana will successfully complete the Responsible Vendor training and annually thereafter, so Sira can maintain its designation as a "responsible vendor." Sira will maintain records of responsible vendor training program compliance for four years and make them available to inspection by the Commission and any other applicable licensing authority upon request during normal business hours.

Sira Naturals relies on its employees to be engaged, compassionate, committed and collaborative. Employees are required to have the applicable skills and qualifications to successfully carry out assigned duties, be prepared to respond appropriately to customer and vendor needs and comply with operational and regulatory requirements. Employees undergo an intensive orientation to introduce the Employee Handbook, Code of Conduct, Emergency Preparedness Guide, Incident Management Protocols and a review of the Commission's regulations at 935 CMR 500.000 et. seq. Employees are cross-trained within areas they are authorized to access.

### **Qualifications for Sira Agents**

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

Sira Agents must;

- Be 21 years of age or older;
- Have not been convicted of an offense in the Commonwealth involving the distribution of controlled substances to minors, or a like violation of the laws of Other Jurisdictions; and
- Be determined suitable for registration consistent with the provisions of 935CMR 500.800 and 935 CMR 500.801 or 935 CMR 500.802.

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

### **Required Training for Sira Agents**

Pursuant to 935 CMR 501.105(8) Sira will ensure all Sira Agents complete training prior to performing job functions. Training will be tailored to the role and responsibilities of the job function.

- As a CMO, Sira will train all agents who are both an ME agent and a marijuana establishment in both 935 CMR 500.105(2)(a) and (b), and 935 CMR 501.105(8): ME Agent Training, including training regarding privacy and confidentiality requirements for patients. Agents responsible for tracking and entering product into the Seed-to-sale SOR must receive training in a form and manner determined by the Commission.
- Our initial training begins during employee orientation where all new employees will be issued their employee handbook. Classroom or online training on this day will include, but not be limited to;
  - Code of Conduct;
  - Marijuana Regulations;
  - Security and Safety;
  - Emergency Procedures/Disaster Plan;
  - Diversion of Marijuana;
  - Terminable Offences;
  - Confidential Information;
  - Employee Policies (all employee policies from the handbook will be covered) including but not limited to;
    - Alcohol, smoke and drug-free workplace;
    - Equal Employment Policy;
    - Anti-Harassment and Sexual Harassment Policy;
    - Americans with Disability Act;
    - Employee Assistance Policy; and
    - Diversity Plan

- After the initial training is complete agents will be trained on job specific areas depending on their duties. This training can be done in a classroom setting, online or computerized or by means of on the job training (“OJT”).
- All of Sira Agents will receive a minimum of 8 hours of training annually.
- Sira will record, maintain and store documentation of all required training, including training regarding privacy and confidentiality requirements, and the signed statement of the individual indicating the date, time, and place he or she received said training and the topics discussed, including the name and title of presenters. These records will be stored in the Agents Training File. Training records will be retained by Sira for at least seven year after agents’ termination.
- Sira will require all of its Agents, Owners and Managers to attend and complete a Responsible Vendor Training Program to become designated as a “responsible vendor”.
  - After the responsible vendor designation is applied each Sira owner, manager, and Agent involved in the handling and sale of marijuana for adult use will successfully complete the program once every year thereafter to maintain designation as a “responsible vendor.”
  - Although administrative employees who do not handle or sell marijuana are not required to take the responsible vendor program, Sira will allow and encourage them to attend on a voluntary basis.
  - Sira will maintain records of responsible vendor training program compliance for four years and make them available to inspection by the Commission and any other applicable licensing authority upon request during normal business hours.



**Policy for Separating Recreational from Medical Operations**

***Not Applicable***

This Application is for an Adult Use only Retail Establishment, not a Medical Marijuana Treatment Center or Co-located Marijuana Operation.



## **ENERGY PLAN-Cultivation**

In compliance with 935 CMR 500.105(15) Sira has:

- Identified potential energy use reduction opportunities (such as natural lighting and energy efficiency measures), and implemented these opportunities to the extent possible;
- Considered opportunities for renewable energy generation including, where applicable, submission of building plans showing where energy generators could be placed on the site, and an explanation of why the identified opportunities were not pursued, if applicable;
- Reduced electric demand (such as lighting schedules, active load management, and energy storage); and
- Engaged with energy efficiency programs offered pursuant to M.G.L. c. 25, § 21, or through municipal lighting plants.

Our Cultivation facility will satisfy the minimum energy efficiency and equipment standards established by the Commission and meet all applicable environmental laws, regulations, permits and other applicable approvals including, but not limited to, those related to water quality and quantity, wastewater, solid and hazardous waste management, and air pollution control, including prevention of odor and noise pursuant to 310 CMR 7.00: Air Pollution Control as a condition of obtaining a final license under 935 CMR 500.103(2) and as a condition of renewal under 935 CMR 500.103(4). We have adopted additional best management practices as determined by the Commission, in consultation with the working group established under St. 2017, c. 55, § 78(b) or applicable departments or divisions of the EOEEA, to reduce energy and water usage, engage in energy conservation and mitigate other environmental impacts, and shall provide energy and water usage reporting to the Commission in a form determined by the Commission. Our license renewal application under 935 CMR 500.103(4) will include a report of our energy and water usage over the 12-month period preceding the date of application. Our facility complies with the following minimum energy efficiency and equipment standards:

- Our building envelope will meet the minimum Massachusetts Building Code requirements and all Massachusetts amendments (780 CMR: State Building Code), International Energy Conservation Code (IECC) Section C402 or The American Society of Heating, Refrigerating and Air-conditioning Engineers (ASHRAE) Chapters 5.4 and 5.5 as applied or incorporated by reference in 780 CMR: State Building Code;
  - Sira will provide documentation required under 935 CMR 500.120(11)(a) in the form of an Energy Compliance Letter as part of the Architectural Review which will include a narrative confirming compliance with the building envelope requirements and the output from COMcheck™ software used to show building envelope compliance with Massachusetts Building Code, 780 CMR.

- Our Horticulture Lighting Power Density (HLPD) will not exceed 36 watts per square foot;
  - Sira will provide documentation required under 935 CMR 500.120(11)(b) in the form of an Energy Compliance Letter as part of the Architectural Review which will include:
    - A narrative explanation of how the facility complies with 935 CMR 500.120(11)(b) or 501.120(12)(b), supported by copies of the facility lighting schedule, square footage of canopy, description of HLE, number, type, and wattage of all HLE as well as the calculations that show compliance with the HLPD requirements;
    - Cutsheets for all HLE to be submitted as part of the Architectural Review;
    - Detailed identification of the stamped plans showing the layout of all HLE, which means any lighting equipment (e.g. fixtures, bulbs, ballasts, controls, etc.) that uses energy for the cultivation of plants, at any stage of growth (e.g. germination, cloning/mother plants, propagation, vegetation, flowering, and harvest);
    - Detailed identification of the stamped plans showing the areas considered as HLSF;
    - Description of an eye safety plan that includes the following:
      - Safety protocols related to eye safety for those exposed to horticultural lighting;
      - Communication plan for how eye safety protocols will be communicated to employees;
      - Description of how protective eyewear will be provided for anyone coming in to contact with active horticultural lights;
      - Description of signage that will be used to remind workers of eye safety;
      - Affirmation that the safety protocols will be reviewed and updated by the Cultivation Facility on an annual basis.
- Our Heating Ventilation and Air Condition (HVAC) and dehumidification systems will meet Massachusetts Building Code requirements and all Massachusetts amendments (780 CMR State Building Code), IECC Section C403 or ASHRAE Chapter 6 as applied or incorporated by reference in (780 CMR: State Building Code)
  - Sira will provide documentation required under 935 CMR 500.120(11)(c) in the form of an Energy Compliance Letter as part of the Architectural Review which will include:
    - A certification from a Massachusetts Licensed Mechanical Engineer that the HVAC and dehumidification systems meet Massachusetts building code as specified in this 935 CMR 500.120(11)(c) and that such systems have been evaluated and sized for the anticipated loads of the facility.
    - Total of tons of refrigeration (TR), thousands of British thermal units (BTUs) per hour (MBH), and a listing of all HVAC equipment to be installed. The information provided in the letter must be supported by equipment data sheets available immediately upon request.
    - Total of tons of dehumidification (TD), and a listing of all dehumidification equipment to be installed, supported by equipment data sheets.
    - Details about energy recovery equipment installed as part of the ventilation system.

- A listing of all odor mitigation equipment to be installed. The information provided in the letter must be supported by equipment data sheets available immediately upon request.

Additionally, Sira will work closely with our local utility companies to create and execute interactive Energy Savings Plans, by means of:

- Understanding how we use energy through analysis generation;
- Compare our operation with similar businesses and act accordingly;
- Intake customized energy improvement recommendations from professionals; and
- Utilize cost incentives through utility energy performance.

Our construction administrators, superintendents, project managers, and their subcontracted team of architects, designers, and engineers will execute the buildout processes through pre-construction, construction, and review construction phases within preliminary planning guidelines that ensure the highest capacity of energy efficiency, both on the job and throughout the reasonable lifespan of the operation, including but not limited to:

- The purchase and installation of the highest R-Value insulation materials, that actively resist the conductive flow of heat, wherever applicable on site;
- The purchase and installation of LED lighting systems;
- The removal and disposal of outdated HVAC systems, with the purchase and installation of advanced HVAC systems and all associated ductwork.

Further practices to maintain energy efficiency throughout daily operations include:

- Using power strips to power all devices, and turning off all power strips at the conclusion of the closing process (excludes security systems);
- Using communal printers, coffee makers, microwave ovens, and refrigerators;
- Turning off monitors when leaving for more than one hour;
- Save paper by only photocopying what is absolutely needed, and always using the second side of sheets by either printing on both sides or using the blank side as scratch paper;
- Report any obvious energy waste or material deficiencies such as broken heaters or air leaks up the chain of command;
- Close or tilt window blinds to block direct sunlight to reduce cooling needs during warmer months;
- Prohibiting the use of individual space heaters;
- Using Energy Star labeled appliances.



## Diversity Plan

### I. Intent

Sira Naturals, Inc. (“Sira”) is committed to creating a diverse workforce by utilizing hiring practices that do not discriminate against women, minorities, veterans, persons with disabilities and LGBTQ+ individuals. Furthermore, it is our belief that the more diverse and inclusive our team is the more successful Sira will be in Massachusetts as we seek to utilize ideas and innovations from a variety of backgrounds, experiences and cultures.

### II. Purpose

Sira’s Diversity Plan has been created to ensure that our hiring practices create a diverse and inclusive organization. In doing so, individuals will be able to apply their life experiences and talents to support the goals of the company.

Sira’s Diversity Plan is meant to be an evolving document designed to guide decisions and practices that ensure we are able to reach our goals described below. The Diversity Plan represents an initial approach to establish a comprehensive management plan with goals and measures for inclusion and diversity. The Diversity Plan will be evaluated and modified, when necessary, as our company grows and expands.

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

### III. Proposed Initiatives, Goals and Metrics

**GOAL 1:** Recruit and hire a diverse group of employees that values and promotes inclusiveness among the workforces.

**Proposed Initiative:** As part of its hiring plan, Sira will seek to hire a workforce that is made up of at least 50% women and 25% described as minorities, 10% veterans, people with 5% disabilities, and 10% LGBTQ+ individuals with a goal to increase the number of individuals falling into these demographics working in the establishment. Hiring opportunities will be posted as needed to fulfill the company’s hiring needs. To achieve this goal, Sira will:

- Create gender-neutral job descriptions.
- Recruit from state and local employment staffing groups such as Masshire Career Center.

- Post hiring needs in a variety of web-based recruitment platforms such as indeed.com;
- Participate in local hiring events and job fairs, at least two annually, including events held by the Massachusetts Cannabis Business Association (MassCBA);
- Attend community group meetings in and around Boston, Somerville, Watertown, Chelsea and Revere, at least two annually, to introduce Sira and address our existing hiring needs to attract a diverse array of individuals, with an emphasis on those affiliated with the cannabis industry.

Sira will adhere to the requirements set forth in 935 CMR 500.105(4) relative to the permitted and prohibited advertising, brand, marketing, and sponsorship practices of marijuana establishments. Sira will engage with community groups and leaders to further identify ways in which to attract candidates that may not otherwise be aware of employment opportunities with Sira. To ensure that our workplace is an inclusive environment and to promote equity among our team, all hiring managers will undergo training to address bias and cultural sensitivity.

**Metrics and Evaluation:** Sira will assess the demographics of its employees to see if it is meeting its goal of increasing diversity in these positions. Sira will annually analyze the staffing makeup and based upon the outcome of those analytics, determine what steps are necessary to further increase the diversity of Sira. Sira will assess and review its progress within a year of receiving its Final License from the Cannabis Control Commission for an adult-use marijuana establishment and then annually, thereafter. Based upon this annual review and in conjunction with the renewal of its license, Sira will be able to demonstrate to the Commission the success of this initiative. The progress or success will be documented one year from provisional licensure.

**GOAL 2:** Ensure that at least 25% participants in our supply chain and ancillary services are committed to the same goals of promoting equity and diversity in the adult-use marijuana industry.

**Proposed Initiative:** To accomplish this goal, Sira will prioritize working with businesses in our supply chain and required ancillary services that are owned and/or managed by minority groups; women, veterans, people with disabilities, and LGBTQ+ individuals. (herein referred to as Plan Populations).

**Metrics and Evaluation:** Sira will measure how many of its ancillary services and participants in its supply chain are owned and/or managed by Plan Populations and will calculate the percentage of services and members of its supply chain who meet this requirement. Sira will ask suppliers and ancillary services if they would identify themselves as a business that is owned or managed by one of the Plan Populations and give supplier contractor priority to these businesses. In order to target a diverse supplier base, Sira will post hiring needs in diverse publications such as a variety of web-based recruitment platforms such as indeed.com and attend community group meetings, at least two annually, to introduce Sira and address the existing hiring needs to attract a diverse array of suppliers. Sira will adhere to the requirements set forth in 935 CMR 500.105(4) relative to the permitted and prohibited advertising, brand, marketing, and sponsorship practices of marijuana establishments. During its engagement with community groups and leaders

referenced in Goal 1, Sira will further identify ways in which to attract diverse supply chain candidates that may not otherwise be aware of employment opportunities with Sira. Sira's goal will be to work with at least 15% of businesses who identify as one of the Plan Populations throughout its supply chain and services. Sira will assess these percentages annually and will be able to demonstrate and document to the Commission the progress or success will be documented one year from provisional licensure.

#### **IV. Conclusion**

Sira will conduct continuous and regular evaluations of the implementation of its goals and at any point will retool its policies and procedures in order to better accomplish the goals set out in this Diversity Plan. Any actions taken, or programs instituted by Sira will not violate the Commission's regulations with respect to limitations on ownership or control or other applicable state laws.