



# Massachusetts Cannabis Control Commission

## Marijuana Retailer

### General Information:

License Number: MR283886  
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: 617-833-2077 Email Address: AODian@siranaturals.org

Business Address 1: 300 Trade Center Drive Business Address 2: Suite 7700

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

Mailing Address 1: 300 Trade Center Drive Mailing Address 2: Suite 7700

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 325

Operational and Registration Status: Obtained Final Certificate of Registration, but is not 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: 10 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: Executive / Officer 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: Director of parent company

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: Director of parent company

Date generated: 07/01/2022

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: Director of parent company  
First Name: Chris Last Name: Burggraevae 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: Director Other Role: Director of parent company  
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:

Person with Direct or Indirect Authority 10

Percentage Of Ownership: Percentage Of Control:  
Role: Board Member Other Role:  
First Name: William Last Name: Pfeiffer Suffix:  
Gender: User Defined Gender:  
What is this person's race or ethnicity?:  
Specify Race or Ethnicity:

ENTITIES WITH DIRECT OR INDIRECT AUTHORITY

Entity with Direct or Indirect Authority 1

Percentage of Control: Percentage of Ownership:  
Entity Legal Name: CSAC Acquisitions, Inc. Entity DBA: DBA  
City: 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:  
Entity City: Las Vegas Entity State: NV Entity Zip Code: 89123  
Entity Mailing Address 1: 8275 South Eastern Avenue Entity Mailing Address 2:  
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:** **Percentage of Ownership:**  
**Entity Legal Name:** CSAC Holdings, Inc. **Entity DBA:** **DBA City:**  
**Entity Description:** CSAC Holdings, Inc. is a Nevada corporation 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:** jsandelman@mercerparklp.com **Entity Website:**  
**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 CSAC Acquisition, Inc.

**Entity with Direct or Indirect Authority 3**

**Percentage of Control:** **Percentage of Ownership:** 100  
**Entity Legal Name:** Ayr Wellness Inc **Entity DBA:** **DBA City:**  
**Entity Description:** Ayr Wellness, Inc. is incorporated under the laws of the Province of Ontario Canada, 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:** jsandelman@mercerparklp.com **Entity Website:**  
**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:** Ayr Wellness Inc. holds 100% of the control and equity of CSAC Holdings, Inc.

**Entity with Direct or Indirect Authority 4**

**Percentage of Control:** **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:** jsandelman@mercerparklp.com **Entity Website:**  
**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 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 5

**Percentage of Control:** Percentage of Ownership: 10

**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 formed 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

##### Close Associates or Member 1

**First Name:** Michelle

**Last Name:** Foley

**Suffix:**

**Describe the nature of the relationship this person has with the Marijuana Establishment:** Regional Dispensary Manager.

#### 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:** \$200000

**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@washoewellness.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: 89431 Entity Mailing Country: USA

Business Interest in Other State 2

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

Owner First Name: Owner Last Name: Owner Suffix:  
Entity Legal Name: Tahoe-Reno Extractions, LLC Entity DBA: KYND Cannabis Company  
Entity Description: Cannabis manufacturing and production  
Entity Phone: 775-786-0100 Entity Email: info@washoewellness.com Entity Website:  
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: 89431 Entity Mailing Country: 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: 775-686-6968 Entity Email: info@myntcannabis.com Entity Website:  
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: 775-686-6968 Entity Email: info@myntcannabis.com Entity Website:  
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:** 702-476-0420  
**Entity Email:** info@thedispensarynv.com

**Entity Website:**

**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:** info@thedispensaryny.com

**Entity Website:**

**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:** Henderson  
**Entity Mailing State:** NV

**Entity Mailing Zip Code:** 89014  
**Entity Mailing Country:** 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:**  
**Entity Mailing Country:**

Vegas 89118 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: Entity Email: Entity Website:  
702-476-0420 info@thedispensarynv.com  
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: Entity Mailing Country:  
89512 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: Entity Website:  
hrnv@cannapunch.com  
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:  
89169 USA

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 Naturals, 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 Naturals, 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 Naturals, 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

MARIJUANA ESTABLISHMENT PROPERTY DETAILS

Establishment Address 1: 48 North Beacon Street  
Establishment Address 2:  
Establishment City: Watertown Establishment Zip Code: 02472  
Approximate square footage of the establishment: 3740 How many abutters does this property have?: 105  
Have all property abutters been notified of the intent to open a Marijuana Establishment at this address?: Yes

HOST COMMUNITY INFORMATION

Host Community Documentation:

Document Category	Document Name	Type	ID	Upload Date
Certification of Host Community Agreement	Sira Naturals Watertown HCA Certification.pdf	pdf	5fad61a76e60eb07f57f2ce4	11/12/2020
Community Outreach Meeting Documentation	Sira Watertown VCOM Package_compressed 1 of 2.pdf	pdf	5fc7b2d263caf5075a67ce53	12/02/2020
Community Outreach Meeting Documentation	Sira Watertown VCOM Package_compressed 2 of 2.pdf	pdf	5fc7b2e05ea0dd074817a1ca	12/02/2020
Plan to Remain Compliant with Local Zoning	Sira Watertown Plan to Remain Compliant with Local Zoning 11-10-2020.pdf	pdf	60393362efe1e0359b959a7b	02/26/2021

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

PLAN FOR POSITIVE IMPACT

Plan to Positively Impact Areas of Disproportionate Impact:

Document Category	Document Name	Type	ID	Upload Date
Plan for Positive Impact	Sira Naturals Plan for Positive Impact 4.7.21.pdf	pdf	606f745d21aec245a96c9dec	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:** Jonathan                      **Last Name:** Sandelman    **Suffix:**  
**RMD Association:** RMD Manager  
**Background Question:** no

Individual Background Information 5

**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 6

**Role:** Director                      **Other Role:** Director of parent company  
**First Name:** Charles                      **Last Name:** Miles    **Suffix:**  
**RMD Association:** RMD Manager  
**Background Question:** no

Individual Background Information 7

**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 8

**Role:** Director                      **Other Role:** Director parent company  
**First Name:** Mark                      **Last Name:** Pitchford    **Suffix:**  
**RMD Association:** RMD Manager  
**Background Question:** no

Individual Background Information 9

Date generated: 07/01/2022

**Role:** Director                      **Other Role:** Director parent company  
**First Name:** Jennifer              **Last Name:** Drake    **Suffix:**  
**RMD Association:** RMD Manager  
**Background Question:** no

**Individual Background Information 10**

**Role:** Manager                      **Other Role:**  
**First Name:** Michelle              **Last Name:** Foley    **Suffix:**  
**RMD Association:** RMD Manager  
**Background Question:** no

**Individual Background Information 11**

**Role:**                      **Other Role:**  
**First Name:** William    **Last Name:** Pfeiffer    **Suffix:**  
**RMD Association:**  
**Background Question:**

**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:**  
**Entity Legal Name:** Ayr Wellness, 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
Articles of Organization	Sira Naturals Article of Org.pdf	pdf	5fa9f0f23bf49c082a426448	11/09/2020
Secretary of Commonwealth - Certificate of Good Standing	Sira Natural SOS Cert of Good Standing.pdf	pdf	5fa9f1078cc05c081b1b739e	11/09/2020
Department of Revenue - Certificate of Good standing	MA DOR Certificate of Good Standing 11.4.20.pdf	pdf	5fa9f12170836208402863a7	11/09/2020
Bylaws	Sira Naturals Bylaws.pdf	pdf	5fa9f130dfc9f07cd944e46	11/09/2020
Secretary of Commonwealth - Certificate of Good Standing	Cert of Good Standing_Dept UI_1.25.21.pdf	pdf	6039393293274435ba9e027d	02/26/2021

No documents uploaded

**Massachusetts Business Identification Number:** 001312028

**Doing-Business-As Name:** Ayr

**DBA Registration City:**

**BUSINESS PLAN**

Business Plan Documentation:

Document Category	Document Name	Type	ID	Upload Date
Business Plan	BUSINESS PLAN_2020 APPLICATIONS.pdf	pdf	5fa9f141df85ec07dfb89096	11/09/2020
Plan for Liability Insurance	Sira Watertown Liability Insurance Plan.pdf	pdf	5faafd508cc05c081b1b76d2	11/10/2020
Proposed Timeline	Sira Naturals Adult Use Watertown Proposed Timeline.pdf	pdf	5fb1662457d9d707ee4d97ab	11/15/2020

## OPERATING POLICIES AND PROCEDURES

Policies and Procedures Documentation:

Document Category	Document Name	Type	ID	Upload Date
Restricting Access to age 21 and older	CMO RETAIL Limiting Access to Age 21 and Older.pdf	pdf	5fbadd4b7083620840288c7c	11/22/2020
Prevention of diversion	PREVENTION OF DIVERSION.pdf.pdf	pdf	5fbadd88dd2d7407bedee894	11/22/2020
Storage of marijuana	RETAIL_STORAGE OF MARIJUANA.pdf	pdf	5fbadd933bf49c082a428d1c	11/22/2020
Transportation of marijuana	TRANSPORTATION OF MARIJUANA.pdf.pdf	pdf	5fbadd9c8cc05c081b1b9c34	11/22/2020
Inventory procedures	INVENTORY PROCEDURES.pdf	pdf	5fbadda77083620840288c80	11/22/2020
Dispensing procedures	CMO RETAIL_DISPENSING PRODUCTS.pdf	pdf	5fbade1cedc7d60856d99d6d	11/22/2020
Maintaining of financial records	CMO RETAIL_MAINTAINING OF FINANCIAL RECORDS.pdf	pdf	5fbade363bf49c082a428d20	11/22/2020
Record Keeping procedures	CMO RECORD KEEPING PROCEDURES.pdf	pdf	5fbade4e5b823307b79b95ca	11/22/2020
Qualifications and training	QUALIFICATIONS AND TRAINING.pdf	pdf	5fbade77dfcf9f07cd94774e	11/22/2020
Personnel policies including background checks	PERSONNEL POLICIES INCLUDING BACKGROUND CHECKS.pdf	pdf	5fbaded4df85ec07dfb8b979	11/22/2020
Plan for obtaining marijuana or marijuana products	RETAIL PLAN TO OBTAIN MARIJUANA.pdf	pdf	5fbd689bd8789e0780e3f441	11/24/2020
Energy Compliance Plan	RETAIL Energy and Efficiency Plan.pdf	pdf	5fbd68de301ec4074f75353a	11/24/2020
Quality control and testing	QUALITY CONTROL AND TESTING.pdf	pdf	603932c3b64912358e311be1	02/26/2021
Security plan	SECURITY PLAN.pdf	pdf	603932c4d7adff35b5a4d22e	02/26/2021
Separating recreational from medical operations, if applicable	CMO Separating Recreational from Medical Operations.pdf	pdf	6039399b183b5235aa44bbf6	02/26/2021
Diversity plan	Sira Naturals Diversity Plan 4.7.21.pdf	pdf	606f747a3a37ef458c08545e	04/08/2021

## MARIJUANA RETAILER SPECIFIC REQUIREMENTS

No documents uploaded

No documents uploaded

## ATTESTATIONS

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

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

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

**Notification:**

I 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**

<b>Monday From: 10:00 AM</b>	<b>Monday To: 8:00 PM</b>
<b>Tuesday From: 10:00 AM</b>	<b>Tuesday To: 8:00 PM</b>
<b>Wednesday From: 10:00 AM</b>	<b>Wednesday To: 8:00 PM</b>
<b>Thursday From: 10:00 AM</b>	<b>Thursday To: 8:00 PM</b>
<b>Friday From: 10:00 AM</b>	<b>Friday To: 8:00 PM</b>
<b>Saturday From: 10:00 AM</b>	<b>Saturday To: 8:00 PM</b>
<b>Sunday From: 10:00 AM</b>	<b>Sunday To: 8:00 PM</b>

## 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 Madros, Inc.*

2. Name of applicant's authorized representative:

*David Rosenberg, President*

3. Signature of applicant's authorized representative:

*DWR*

4. Name of municipality:

*TOWN OF WATERLOO*

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

*MICHAEL J. DRISCOLL, TOWN MANAGER*



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)*):

TOWNMGR@WATERBURY-MA.GOV

8. Host community agreement execution date:

OCTOBER 19, 2020



# 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:  August 21,24,28

b. Name of publication:  Watertown MA News Online

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:
- The type(s) of ME or MTC to be located at the proposed address;
  - Information adequate to demonstrate that the location will be maintained securely;
  - Steps to be taken by the ME or MTC to prevent diversion to minors;
  - A plan by the ME or MTC to positively impact the community; and
  - 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.

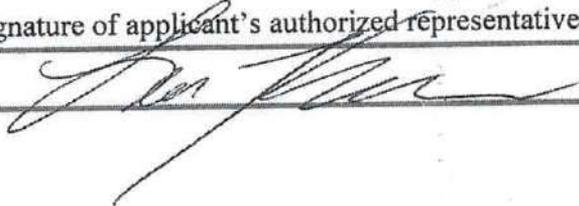
Name of applicant:

Sica Mutual Inc

Name of applicant's authorized representative:

Louis Karger

Signature of applicant's authorized representative:





## Legal Notices

### 48 NORTH BEACON STREET LEGAL NOTICE NOTICE OF COMMUNITY OUTREACH MEETING SIRA NATURALS

Notice is hereby given that Eskar LLC (d/b/a Sira Naturals, Inc.) will hold a virtual Community Outreach Meeting on Thursday, September 10, 2020. The meeting will begin at 7:00 PM and will include discussion about the proposed siting of a co-located Medical Marijuana Treatment Center and Adult Use Marijuana Retail Establishment at 48 North Beacon Street, Watertown, MA 02472 in accordance with M.G.L. ch. 94G and the Massachusetts Cannabis Control Commission's regulations at 935 CMR 500.000 and 935 CMR 501.000 et seq.

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

1. The type(s) of Medical Marijuana Treatment Center and Adult-Use Marijuana Establishment(s) to be located at the proposed address;
2. Plans for maintaining a secure facility;
3. Plans to prevent diversion to minors;
4. Plans to positively impact the community;
5. Plans to ensure the establishment will not constitute a nuisance to the community; and
6. Plans to compassionately care for medical patients; including sliding fee scales for patients with verified financial hardship.

This virtual meeting will be held via Zoom. At the start time of the meeting, click on the link below to join via computer. You may be instructed to download the Zoom application.

Interested members of the community are encouraged to ask questions and receive answers from company representatives about the proposed facility and operations. Questions can be submitted in advance of the September 10 meeting to [community@siranaturals.org](mailto:community@siranaturals.org). Responses to these questions will be provided at the meeting.

A copy of this notice has been published in the Watertown TAB and online at Watertown News at least fourteen (14) calendar days prior to the meeting as well as filed with the appropriate municipal entities, including the Town Clerk. This notice was also certified mailed at least seven (7) calendar days prior to the meeting to all abutters within 500 feet of the property line of the petitioner as they appear on the most recent applicable tax list as provided by the Town of Watertown.

You can view proposed site plans and other project information by visiting [www.48nbeacon.com](http://www.48nbeacon.com).

Sign up to speak at the Community Outreach Meeting by emailing: [community@siranaturals.org](mailto:community@siranaturals.org)

Date: Thursday, September 10, 2020

Time: 7:00 PM

Location: Virtual Meeting on Zoom  
<https://vnh.zoom.us/j/99332422718?pwd=NUlPUkZlWmlRakF0eElnaHBFT3ViQT09>  
Passcode: 578523  
Webinar ID: 993 3242 2718

Phone: One Tap:  
+13126266799, 99332422718# or  
+1 312 626 6799  
Webinar ID: 993 3242 2718

AD#13908046  
Watertown Tab 8/21, 8/28/20





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Broker/Owner

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## Support Watertown News

Watertown News | (<http://www.watertownmanews.com/2020/08/21/notice-of-community-outreach-meeting-sira-naturals/>)

# Notice of Community Outreach Meeting – Sira Naturals

By **Guest Writer** | 57 seconds ago



RESIDENTIAL BROKERAGE

## BOB AIRASIAN Watertown Realtor®



**BROKER + 617.515.1560 + BOB.AIRASIAN@NEMOVES.COM + WWW.BOB AIRASIAN.COM**

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

*(PAID LEGAL NOTICE)*

Notice is hereby given that **Eskar LLC (d/b/a Sira Naturals, Inc.)** will hold a virtual Community Outreach Meeting on Thursday, September 10, 2020. The meeting will begin at 7:00 PM and will include discussion about the proposed siting of a co-located Medical Marijuana Treatment Center and Adult Use Marijuana Retail Establishment at 48 North Beacon Street, Watertown, MA 02472 in accordance with M.G.L. ch. 94G and the Massachusetts Cannabis Control Commission's regulations at 935 CMR 500.000 and 935 CMR 501.000 et seq.

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6. Plans to compassionately care for medical patients, including sliding fee scales for patients with verified financial hardship.

This virtual meeting will be held via Zoom. At the start time of the meeting, click on the link below to join via computer. You may be instructed to download the Zoom application.

Interested members of the community are encouraged to ask questions and receive answers from company representatives about the proposed facility and operations. Questions can be submitted in advance of the September 10 meeting to [community@siranaturals.org](mailto:community@siranaturals.org) (<mailto:community@siranaturals.org>). Responses to these questions will be provided at the meeting.

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You can view proposed site plans and other project information by visiting [www.48nbeacon.com](http://www.48nbeacon.com) (<http://www.48nbeacon.com>).

Sign up to speak at the Community Outreach Meeting by emailing: [community@siranaturals.org](mailto:community@siranaturals.org) (<mailto:community@siranaturals.org>).

Date: Thursday, September 10, 2020

Time: 7:00 PM

Location: Virtual Meeting on Zoom

<https://vhb.zoom.us/j/99332422718?pwd=NUtPUGhzWmlRakFoeERnaHBFT3VIQT09> (<https://vhb.zoom.us/j/99332422718?pwd=NUtPUGhzWmlRakFoeERnaHBFT3VIQT09>)

Passcode: 578523

Webinar ID: 993 3242 2718

Phone: One Tap: +13126266799,,99332422718# or  
+1 312 626 6799

Webinar ID: 993 3242 2718

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# Appendix E: Legal Notice



**COMMUNITY  
NEWSPAPER  
COMPANY**

GateHouse Media New England

**Community Newspaper Co. – Legal Advertising Proof**

15 Pacella Park Drive, Randolph, MA 02368 1800-624-7355 phone | 781-961-3045 fax

RECEIVED BY  
TOWN CLERK'S OFFICE  
WATERTOWN, MASS

2020 AUG 20 PM 4: 18

Order Number: CN13908046  
Salesperson: Deborah Dillon

Nolan Carrier  
Consensus Strategies  
300 Trade Center  
Suite 7750  
Woburn, MA 01801

Title: Watertown TAB  
Start date: 8/21/2020  
Insertions: 2  
Price: \$756.14

Class: Legals  
Stop date: 8/28/2020  
#Lines: 152 ag

48 NORTH BEACON STREET

**LEGAL NOTICE  
NOTICE OF COMMUNITY  
OUTREACH MEETING  
SIRA NATURALS**

Notice is hereby given that Eskar LLC (d/b/a Sira Naturals, Inc.) will hold a virtual Community Outreach Meeting on Thursday, September 10, 2020. The meeting will begin at 7:00 PM and will include discussion about the proposed siting of a co-located Medical Marijuana Treatment Center and Adult Use Marijuana Retail Establishment at 48 North Beacon Street, Watertown, MA 02472 in accordance with M.G.L. ch. 94G and the Massachusetts Cannabis Control Commission's regulations at 935 CMR 500.000 and 935 CMR 501.000 *et seq.*

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RECEIVED BY  
TOWN CLERK'S OFFICE  
WATERTOWN, MASS

This virtual meeting will be held via Zoom. At the start time of the meeting, click on the link below to join via computer. You may be instructed to download the Zoom application.

Interested members of the community are encouraged to ask questions and receive answers from company representatives about the proposed facility and operations. **Questions can be submitted in advance of the September 10 meeting to [community@siranaturals.org](mailto:community@siranaturals.org).** Responses to these questions will be provided at the meeting.

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**Sign up to speak at the Community Outreach Meeting by emailing: [community@siranaturals.org](mailto:community@siranaturals.org)**

Date: Thursday, September 10, 2020

Time: 7:00 PM

Location: Virtual Meeting on Zoom

<https://vhb.zoom.us/j/99332422718?pwd=NUtPUGhzWmIRakF0eERnaHBFT3VIQT09>

Passcode: 578523

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Phone: One Tap: +13126266799,,99332422718# or  
+1 312 626 6799

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AD#13908046

Watertown Tab 8/21, 8/28/20

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Passcode: 578523  
Webinar ID: 993 3242 2718

**Phone:** One Tap: +13126266799,,99332422718# or  
+1 312 626 6799  
Webinar ID: 993 3242 2718



# Appendix D.1: Town Issued Abutters List

Parcel ID: 901 10 B [REDACTED] 133 TEMPLETON PKWY WATERTOWN, MA 02472	Parcel ID: 1004 3C 0 [REDACTED] C 68 WATERTOWN ST WATERTOWN, MA 02472	Parcel ID: 1004 6A 0 [REDACTED] 535 MARRIOTT DR NASHVILLE, TN 37214
Parcel ID: 1004 8B 0 [REDACTED] 68 WATERTOWN ST WATERTOWN, MA 02472	Parcel ID: 1005 10A 0 [REDACTED] P O BOX 404 WATERTOWN, MA 02471	Parcel ID: 1005 4A 0 [REDACTED] 43 MT AUBURN ST WATERTOWN, MA 02472
Parcel ID: 1005 9 0 [REDACTED] P O BOX 404 WATERTOWN, MA 02471	Parcel ID: 1006 19F 3 [REDACTED] 14 PEARL ST WATERTOWN, MA 02472	Parcel ID: 1006 1B 1 [REDACTED] 5 TOMKINS LN FRAMINGHAM, MA 01701
Parcel ID: 1006 22 4 [REDACTED] 188 PALFREY STREET WATERTOWN, MA 02472	Parcel ID: 1006 23 5 [REDACTED] 7 FLETCHER TER WATERTOWN, MA 02472	Parcel ID: 1006 24A 0 [REDACTED] 18 BROAD ST STE 300 CHARLESTON, SC 29401
Parcel ID: 1006 26D 0 [REDACTED] 19 NEWTON ST WESTON, MA 02193	Parcel ID: 1006 2 A [REDACTED] 1663 COMMONWEALTH AVENUE NEWTON, MA 02465	Parcel ID: 1006 2 B [REDACTED] 20 GILKEY CT WATERTOWN, MA 02472
Parcel ID: 1006 2 C [REDACTED] 22 GILKEY CT WATERTOWN, MA 02472	Parcel ID: 1006 3 0 [REDACTED] 172 ADAMS AV WEST NEWTON, MA 02165	Parcel ID: 1006 4 0 [REDACTED] 10 GILKEY COURT WATERTOWN, MA 02472
Parcel ID: 1006 5 0 [REDACTED] 24 1/2 ANTRIM STREET CAMBRIDGE, MA 02139	Parcel ID: 1006 6A 1 [REDACTED] P.O. BOX 304 WATERTOWN, MA 02472	Parcel ID: 1006 7 6 [REDACTED] 22 PATTEN ST WATERTOWN, MA 02472
Parcel ID: 1007 1 0 [REDACTED] P O BOX 270 HARTFORD, CT 06141	Parcel ID: 1007 1 1 [REDACTED] 172 ADAMS AV WEST NEWTON, MA 02165	Parcel ID: 1007 1 2 [REDACTED] 10 GILKEY COURT WATERTOWN, MA 02472
Parcel ID: 1007 1 3 [REDACTED] 18 BROAD ST STE 300 CHARLESTON, SC 29401	Parcel ID: 1007 2 0 [REDACTED] 18 BROAD ST, STE 300 CHARLESTON, SC 29401	Parcel ID: 1007 2A A [REDACTED] 134 EAST HOWARD ST QUINCY, MA 02169
Parcel ID: 1007 3 0 [REDACTED] 483 PLEASANT ST WATERTOWN, MA 02472	Parcel ID: 1013 3 0 [REDACTED] 55 PHILLIPS ST WATERTOWN, MA 02472	Parcel ID: 1013 5 0 [REDACTED] 31 PENNSYLVANIA AVE NEWTON, MA 02464

Parcel ID: 1013 6 0  
53 EVERGREEN AVE  
BRAintree, MA 02184-7605

Parcel ID: 1013 9B 0  
61A PHILLIPS ST  
WATERTOWN, MA 02472

Parcel ID: 901 13 0  
60 NORTH BEACON ST #1  
WATERTOWN, MA 02472

Parcel ID: 901 17 3  
105 ARSENAL STREET  
WATERTOWN, MA 02472

Parcel ID: 901 5 4  
539 SOUTH MAIN ST  
FINDLAY, OH 45840

Parcel ID: 901 8 0  
42 NO BEACON ST  
WATERTOWN, MA 02472

Parcel ID: 902 1A 0  
100 NO BEACON ST  
WATERTOWN, MA 02472

Parcel ID: 902 6B 1  
149 ARSENAL ST  
WATERTOWN, MA 02472

Parcel ID: 906 17 3  
P O BOX 404  
WATERTOWN, MA 02471

Parcel ID: 906 20A 0  
14 NO BEACON CT  
WATERTOWN, MA 02472

Parcel ID: 1013 7 0  
42 IRVING STREET  
WATERTOWN, MA 02472

Parcel ID: 1038 1 2  
18 BROAD ST, SUITE 300  
CHARLESTON, SC 29401

Parcel ID: 901 14 1  
70 NO BEACON ST  
WATERTOWN, MA 02472

Parcel ID: 901 18 4  
99 ARSENAL ST  
WATERTOWN, MA 02472

Parcel ID: 901 6 0  
71 ARSENAL ST  
WATERTOWN, MA 02472

Parcel ID: 901 9 8  
133 TEMPLETON PWY  
WATERTOWN, MA 02472

Parcel ID: 902 3 5  
32 HOBBSBROOK RD  
WESTON, MA 02493

Parcel ID: 902 7A 1  
149 ARSENAL ST  
WATERTOWN, MA 02472

Parcel ID: 906 18 4  
187 COMMON ST  
BELMONT, MA 02478

Parcel ID: 906 21B 0  
18 NO BEACON CT  
WATERTOWN, MA 02472

Parcel ID: 1013 8 0  
34 IRVING ST  
WATERTOWN, MA 02472

Parcel ID: 901 12 0  
56 NORTH BEACON ST  
WATERTOWN, MA 02472

Parcel ID: 901 14 2  
1144 SARATOGA ST  
EAST BOSTON, MA 02128

Parcel ID: 901 21 7  
P O BOX 352  
WESTON, MA 02493

Parcel ID: 901 7 5  
36 NO. BEACON ST  
WATERTOWN, MA 02472

Parcel ID: 902 18 3  
1347 WALNUT ST  
NEWTON, MA 02461

Parcel ID: 902 4 4  
100 NO BEACON ST  
WATERTOWN, MA 02472

Parcel ID: 906 10 0  
56 RIVERSIDE ST  
WATERTOWN, MA 02472

Parcel ID: 906 19 0  
1327 HIGHLAND GREENS DR  
VENICE, FL 34285

Parcel ID: 906 22C 0  
24 NO BEACON CT  
WATERTOWN, MA 02472

Parcel ID: 906 23 0

HENRY MICHELLE  
60-62 RIVERSIDE ST  
WATERTOWN, MA 02472-2725

Parcel ID: 906 26 9

29 LADD ST UNIT 29  
WATERTOWN, MA 02472

Parcel ID: 906 28 7

7-9 LADD PL  
WATERTOWN, MA 02472

Parcel ID: 906 32 0

75 NO BEACON ST  
WATERTOWN, MA 02472

Parcel ID: 906 34 B

5 LADD ST-U5  
WATERTOWN, MA 02472

Parcel ID: 906 36 2B

11 LADD ST U#2  
WATERTOWN, MA 02472

Parcel ID: 906 63 0

149 MAIN ST  
WATERTOWN, MA 02472

Parcel ID: 907 12 23B

117 IRVING ST  
WATERTOWN, MA 02472

Parcel ID: 907 15 20

103 IRVING ST  
WATERTOWN, MA 02472

Parcel ID: 907 22 0

60 THOREAU ST #262  
CONCORD, MA 01742

Parcel ID: 906 24 0

82 PIGEON LN  
WALTHAM, MA 02452-4733

Parcel ID: 906 26 9B

31 LADD STREET UNIT 31  
WATERTOWN, MA 02472

Parcel ID: 906 29 6

11 LADD PLACE  
WATERTOWN, MA 02472

Parcel ID: 906 33 0

4 GAVIN CIRCLE  
STONEHAM, MA 02180

Parcel ID: 906 35 0

7 LADD ST  
WATERTOWN, MA 02472

Parcel ID: 906 36 2C

11 LADD ST UNIT #3  
WATERTOWN, MA 02472

Parcel ID: 906 67A 0

28 NO BEACON CT  
WATERTOWN, MA 02472

Parcel ID: 907 13 22

103 STONY BROOK RD  
BELMONT, MA 02478

Parcel ID: 907 16 19

88 DOBBINS STREET  
WALTHAM, MA 02452

Parcel ID: 907 2 3

126 SYCAMORE ROAD  
BRAINTREE, MA 02184

Parcel ID: 906 25 1

20 DERBY RD  
WATERTOWN, MA 02472

Parcel ID: 906 27 8

66 NYACK STREET  
WATERTOWN, MA 02472

Parcel ID: 906 31 5

3 LADD PLACE  
WATERTOWN, MA 02472

Parcel ID: 906 34 A

3 LADD ST U-3  
WATERTOWN, MA 02472

Parcel ID: 906 36 2A

44 HOLTON STREET  
ALLSTON, MA 02134

Parcel ID: 906 48 11

59 WESTVIEW DRIVE  
PO BOX 533  
PETERBOROUGH, NH 03458

Parcel ID: 907 12 23

SCHOENFELD LESLEY  
115 IRVING ST  
WATERTOWN, MA 02472

Parcel ID: 907 14 21

58 MATTHEW LN  
WALTHAM, MA 02452

Parcel ID: 907 19G 0

484 COMMONWEALTH AV  
BOSTON, MA 02215

Parcel ID: 907 2A 2

10 LADD ST  
WATERTOWN, MA 02472

Parcel ID: 907 4 10

16 LADD ST  
WATERTOWN, MA 02472

Parcel ID: 907 6 8B

26 LADD ST U-26  
WATERTOWN, MA 02472

Parcel ID: 907 8 24

82 RIVERSIDE ST  
WATERTOWN, MA 02472

Parcel ID: 908 1 1B

263 WINN ST  
BURLINGTON, MA 01803

Parcel ID: 908 4 44P

107 BOSTON POST RD  
WAYLAND, MA 01778

Parcel ID: 907 5 9

84 MEETINGHOUSE LN  
SOUTH EASTON, MA 02375

Parcel ID: 907 6 8C

FYFE SUSANNE E  
28 LADD ST  
WATERTOWN, MA 02472

Parcel ID: 908 10 8

149 MAIN ST  
WATERTOWN, MA 02472

Parcel ID: 908 12C 0

16 IRVING PARK  
WATERTOWN, MA 02472

Parcel ID: 908 5 43

8 IRVING PARK  
WATERTOWN, MA 02472

Parcel ID: 907 6 8A

24 LADD ST  
WATERTOWN, MA 02472

Parcel ID: 907 7 7

50 CUSHING AVE  
BELMONT, MA 02178

Parcel ID: 908 11 0

263 WINN ST  
BURLINGTON, MA 01803

Parcel ID: 908 3 44P

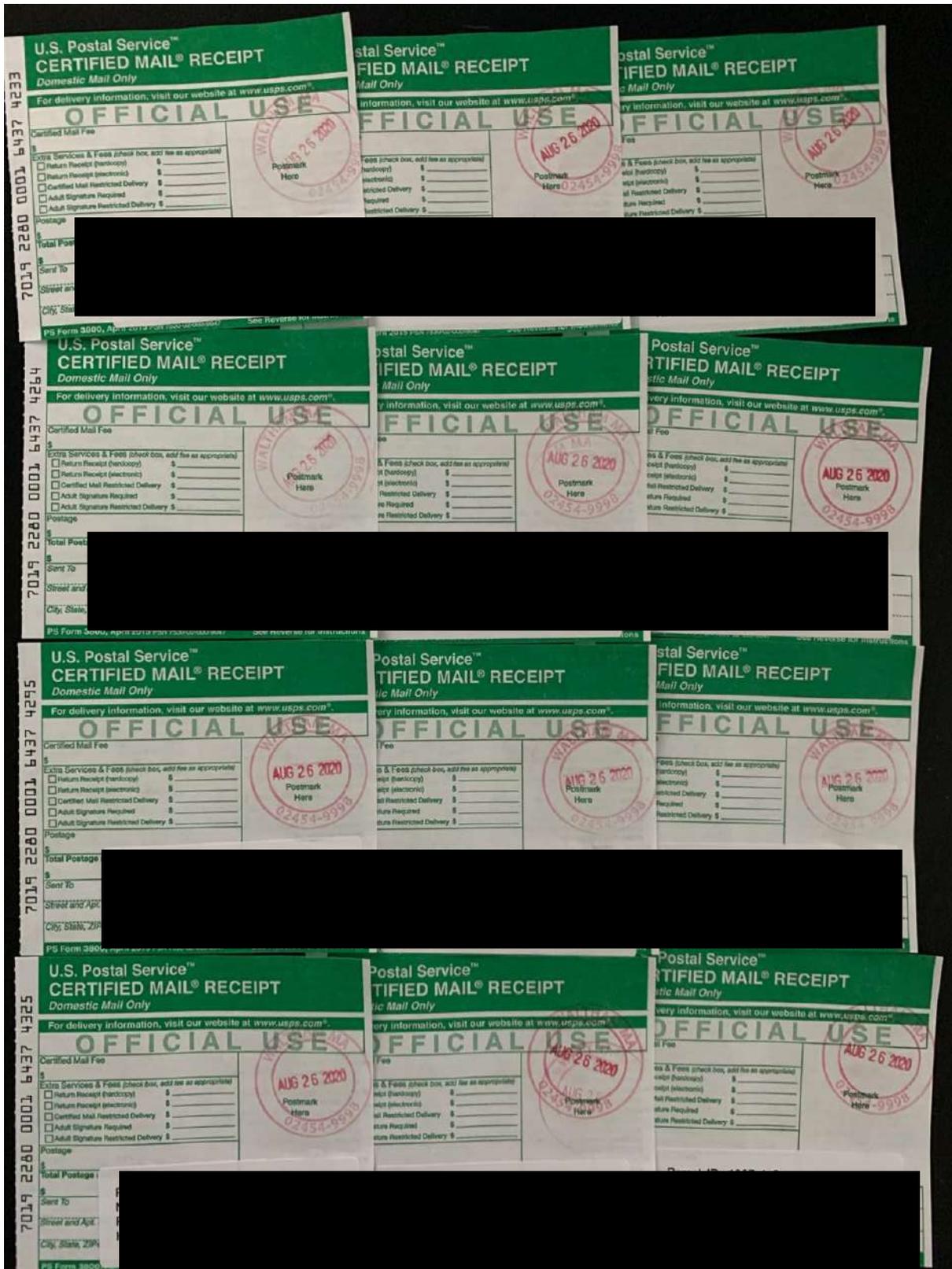
92 IRVING ST  
WATERTOWN, MA 02472

Parcel ID: 908 6B 0

14 IRVING PARK  
WATERTOWN, MA 02472

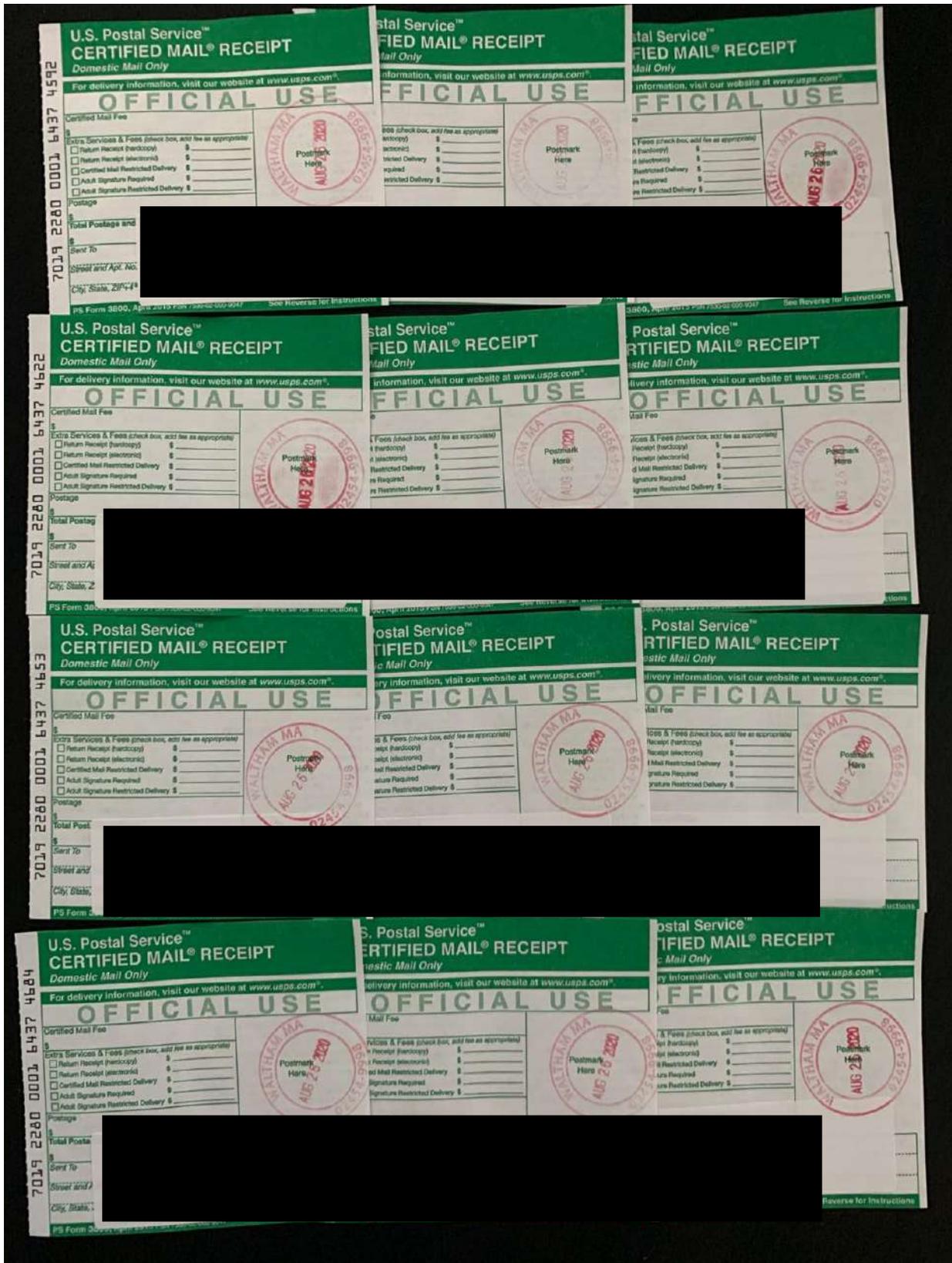
# Appendix D.2: Abutter Notification

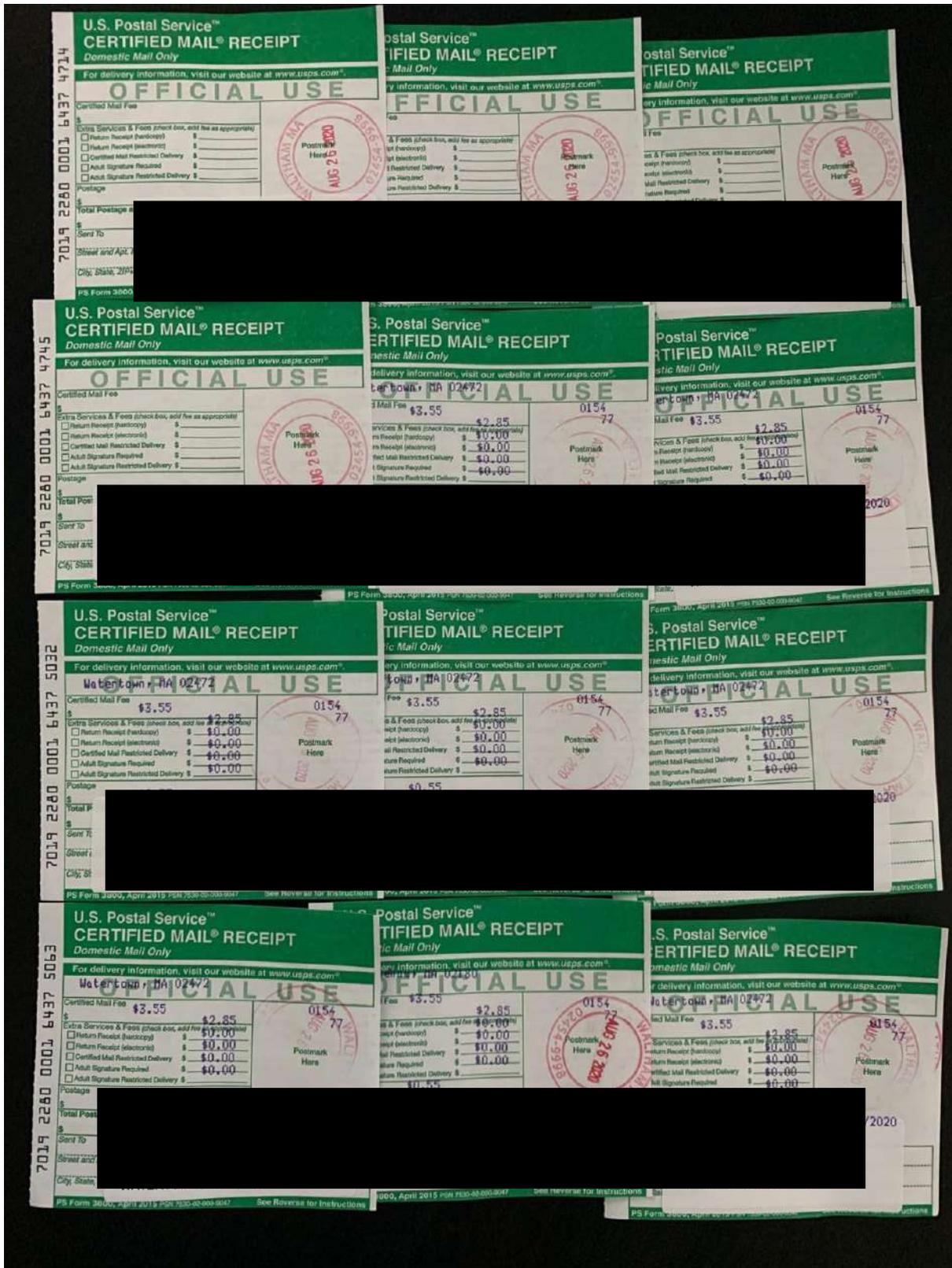
















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Domestic Mail Only

For delivery information, visit our website at [www.usps.com](http://www.usps.com)™.

Watertown, MA 02472

Official Use

Certified Mail Fee	\$3.55
Extra Services & Fees (check box, add fee)	\$2.85
<input type="checkbox"/> Return Receipt (hardcopy)	\$0.00
<input type="checkbox"/> Return Receipt (electronic)	\$0.00
<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00
<input type="checkbox"/> Adult Signature Required	\$0.00
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00

Postage \$

Total Postage \$

Sent To

Street and Apt.

City, State, ZIP

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

0154 77  
AUG 26 2020  
Postmark Here

**U.S. Postal Service™ CERTIFIED MAIL® RECEIPT**  
Domestic Mail Only

For delivery information, visit our website at [www.usps.com](http://www.usps.com)™.

Burlington, MA 01803

Official Use

Certified Mail Fee	\$3.55
Extra Services & Fees (check box, add fee)	\$2.85
<input type="checkbox"/> Return Receipt (hardcopy)	\$0.00
<input type="checkbox"/> Return Receipt (electronic)	\$0.00
<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00
<input type="checkbox"/> Adult Signature Required	\$0.00
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00

Postage \$

Total Postage \$

Sent To

Street and Apt.

City, State, ZIP

PS Form 3800 See Reverse for Instructions

0154 77  
AUG 26 2020  
Postmark Here

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Watertown, MA 02472

Official Use

Certified Mail Fee	\$3.55
Extra Services & Fees (check box, add fee)	\$2.85
<input type="checkbox"/> Return Receipt (hardcopy)	\$0.00
<input type="checkbox"/> Return Receipt (electronic)	\$0.00
<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00
<input type="checkbox"/> Adult Signature Required	\$0.00
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00

Postage \$

Total Postage \$

Sent To

Street and Apt.

City, State, ZIP

PS Form 3800 See Reverse for Instructions

0154 77  
AUG 26 2020  
Postmark Here

**Subject:** RE: Documenting Approval for Community Meeting re: Proposed 48 N. Beacon Marijuana Establishment Project  
**Date:** Tuesday, August 18, 2020 at 12:04:28 PM Eastern Daylight Time  
**From:** Schreiber, Gideon  
**To:** Jay Youmans, Magoon, Steven  
**CC:** winvictus@winnlaw.com, Joshua Manion, Mena, Michael, Jefferson Smith, Packnett, Dwan, Flynn, John, Lisa Feltner, Field, Larry

Jay,

As discussed, the meeting date and time is appropriate and can proceed. The newspaper noticing is not a Town requirement so please schedule as required or appropriate, per State requirements. We will be sure to send out an electronic notice and post the meeting to the Town's online calendar. Please submit meeting materials to be posted to the Town website so that we can provide a link in our electronic Notify Me.

Further, we will be sure to file the notice with the Town Clerk.

Regards,  
Gideon

Gideon Schreiber, AICP  
617.972.6417 press 1 then 3

*When responding, please be aware that the Massachusetts Secretary of State has determined that most email is public record and therefore cannot be kept confidential.*

---

**From:** Jay Youmans <jyoumans@publicpolicylaw.com>  
**Sent:** Tuesday, August 18, 2020 11:47 AM  
**To:** Schreiber, Gideon <gschreiber@watertown-ma.gov>; Magoon, Steven <smagoon@watertown-ma.gov>  
**Cc:** winvictus@winnlaw.com; Joshua Manion <jmanion@watertown-ma.gov>; Mena, Michael <mmena@watertown-ma.gov>; Jefferson Smith <jefferson@thinkjet.com>; Packnett, Dwan <DPacknett@siranaturals.org>; Flynn, John <jflynn@watertown-ma.gov>; Lisa Feltner <lfeltner@watertown-ma.gov>; Field, Larry <lfield@watertown-ma.gov>  
**Subject:** Re: Documenting Approval for Community Meeting re: Proposed 48 N. Beacon Marijuana Establishment Project  
**Importance:** High

Hi Steve and Gideon,

As discussed, attached please find Eskar LLC's (d/b/a Sira Naturals, Inc.) notice of Virtual Community Outreach Meeting to be held on Thursday, September 10<sup>th</sup> at 7PM as scheduled in coordination with Councilor Feltner (copied) and your office. As agreed, we will be noticing abutters of up to 500 feet by certified mail later this week (state requirement is 300 feet), in addition to publishing the attached proof in the Watertown TAB and Watertown News. We will be running the attached legal notice this Friday (8/21), as well as next Monday (8/24) and Friday (8/28), above and beyond the single day notice requirement. We will also be posting all slides and materials by end of week at [www.48nbeacon.com](http://www.48nbeacon.com), ensuring folks have nearly 3-weeks to review materials and ask questions before the meeting (state requirement is 24-hours). We will be sure to also send these materials to this list as well for publishing on the Town's webpage.

If you could please 1) confirm your approval of this meeting for the purposes of documenting the approval

for our state CCC application, as well as 2) ensure the attached notice is properly filed with the Town Clerk, we would be so grateful.

Thank you and the entire team at the Town for your ongoing collaboration and work together. It has been a pleasure.

Thank you,

Jay

--

**Jay A. Youmans**  
*Principal*

**Smith, Costello & Crawford**  
Public Policy Law Group.

One State Street, 15<sup>th</sup> Floor  
Boston, MA 02109  
O: 617-523-0600  
M: 617-418-9783

[www.publicpolicylaw.com](http://www.publicpolicylaw.com)

---

**From:** Joshua Manion <[jmanion@watertown-ma.gov](mailto:jmanion@watertown-ma.gov)>

**Date:** Monday, August 17, 2020 at 9:36 AM

**To:** Jay Youmans <[jyoumans@publicpolicylaw.com](mailto:jyoumans@publicpolicylaw.com)>

**Cc:** "winvictus@winnlaw.com" <[winvictus@winnlaw.com](mailto:winvictus@winnlaw.com)>, Jefferson Smith <[jefferson@thinkjet.com](mailto:jefferson@thinkjet.com)>, "Schreiber, Gideon" <[gschreiber@watertown-ma.gov](mailto:gschreiber@watertown-ma.gov)>, "Magoon, Steven" <[smagoon@watertown-ma.gov](mailto:smagoon@watertown-ma.gov)>

**Subject:** RE: Documenting Approval for Community Meeting re: Proposed 48 N. Beacon Marijuana Establishment Project

Good morning Jay,

Attached please find the 500' abutters list and map for 48 N. Beacon St.

Feel free to reach out if you need any additional information.

Sincerely,

Josh Manion  
Zoning Clerk  
149 Main Street  
Watertown, MA 02472  
617.972.6427  
[jmanion@watertown-ma.gov](mailto:jmanion@watertown-ma.gov)

---

**From:** Schreiber, Gideon <[gschreiber@watertown-ma.gov](mailto:gschreiber@watertown-ma.gov)>

**Sent:** Monday, August 17, 2020 8:34 AM

To: Jay Youmans <jyoumans@publicpolicylaw.com>; Magoon, Steven <smagoon@watertown-ma.gov>;  
Joshua Manion <jmanion@watertown-ma.gov>  
Cc: winvictus@winnlaw.com; Jefferson Smith <jefferson@thinkjet.com>  
Subject: RE: Documenting Approval for Community Meeting re: Proposed 48 N. Beacon Marijuana  
Establishment Project

Josh,

Can you please provide Jay with the 500' abutters mailing labels and map for their community meeting? I am  
not at the office today or I would have just sent it.

Thanks,  
Gideon

Gideon Schreiber, AICP  
617.972.6417 press 1 then 3

*When responding, please be aware that the Massachusetts Secretary of State has determined that most email is public record and therefore cannot be  
kept confidential.*

---

From: Jay Youmans <jyoumans@publicpolicylaw.com>  
Sent: Friday, August 14, 2020 2:36 PM  
To: Magoon, Steven <smagoon@watertown-ma.gov>  
Cc: winvictus@winnlaw.com; Jefferson Smith <jefferson@thinkjet.com>; Schreiber, Gideon  
<gschreiber@watertown-ma.gov>  
Subject: Re: Documenting Approval for Community Meeting re: Proposed 48 N. Beacon Marijuana  
Establishment Project

Thank you, Steve – we will ensure that occurs. So appreciated. Also, could you or Gideon send us a final,  
certified copy of the list of abutters at 500-feet?

Finally, confirming your approval of the 9/10, 7PM virtual community meeting as per below just for my  
records. I have to submit to the CCC your approval.

Thank you!

Jay

--

**Jay A. Youmans**  
*Principal*

**Smith, Costello & Crawford**  
Public Policy Law Group.

One State Street, 15<sup>th</sup> Floor  
Boston, MA 02109  
O: 617-523-0600  
M: 617-418-9783

[www.publicpolicylaw.com](http://www.publicpolicylaw.com)

---

**From:** "Magoon, Steven" <[smagoon@watertown-ma.gov](mailto:smagoon@watertown-ma.gov)>  
**Date:** Friday, August 14, 2020 at 1:53 PM  
**To:** Jay Youmans <[jyoumans@publicpolicylaw.com](mailto:jyoumans@publicpolicylaw.com)>  
**Cc:** "[winvictus@winnlaw.com](mailto:winvictus@winnlaw.com)" <[winvictus@winnlaw.com](mailto:winvictus@winnlaw.com)>, Jefferson Smith <[jefferson@thinkjet.com](mailto:jefferson@thinkjet.com)>  
**Subject:** RE: Documenting Approval for Community Meeting re: Proposed 48 N. Beacon Marijuana Establishment Project

I did discuss with the Councilor, and she wants you to use the 500 foot radius. Thanks

---

**From:** Jay Youmans [<mailto:jyoumans@publicpolicylaw.com>]  
**Sent:** Wednesday, August 12, 2020 2:32 PM  
**To:** Magoon, Steven <[smagoon@watertown-ma.gov](mailto:smagoon@watertown-ma.gov)>  
**Cc:** [winvictus@winnlaw.com](mailto:winvictus@winnlaw.com); Jefferson Smith <[jefferson@thinkjet.com](mailto:jefferson@thinkjet.com)>  
**Subject:** Documenting Approval for Community Meeting re: Proposed 48 N. Beacon Marijuana Establishment Project

Hi Steve,

Thank you and the team again for all of your time and engagement around the proposed site plan at 48 North Beacon. We have valued the time and discussions to-date.

Pursuant to CCC Guidance for Applicants on Community Outreach and the CCC Executive Director's Administrative Order Allowing Virtual Web-Based Community Outreach Meetings, I am seeking to document the contracting authority's approval of Eskar LLC's (d/b/a Sira Naturals) proposed Community Outreach Meeting for the purposes of state CCC requirements found at 935 CMR 500.101(1)(a)(9) and 935 CMR 501.101(1)(a)(9) and the Town's own Community Meeting Requirements. As discussed, we intend to hold the virtual meeting on the proposed medical and adult-use retail location on **Thursday, September 10, 2020 at 7:00PM.**

Finally, the CCC requires that the applicant designate a meeting moderator who shall not have an interest in the business. I understand that with the Historic Commission meeting scheduled that evening, your staff may not be available to participate. As Steve Winnick, my colleague Jefferson Smith and I have no direct financial interest in this project, consistent with approvals commonly received from other municipalities, we are confirming your approval of one of us participating as the designated moderator at this community meeting.

Thank you so much, again, Steve – and please let me know if you had any luck connecting with Councilor Feltner. We so appreciate the support.

With gratitude,

Jay

--

**Jay A. Youmans**  
*Principal*

**Smith, Costello & Crawford**  
Public Policy Law Group.

One State Street, 15<sup>th</sup> Floor  
Boston, MA 02109  
O: 617-523-0600  
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[www.publicpolicylaw.com](http://www.publicpolicylaw.com)



# Appendix F: Presentation Slide Deck

Watertown Community Meeting  
Use & Redevelopment of 48 North Beacon Street

**THIS MEETING WILL BEGIN MOMENTARILY**

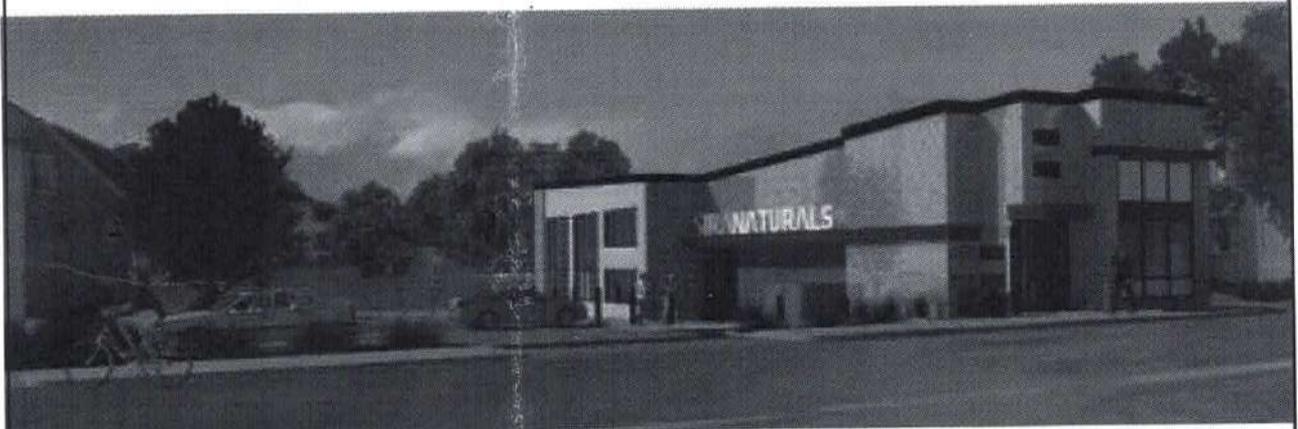
## PLEASE NOTE

Your connection/line will be on mute until the Q&A section at the end of the presentation

This meeting will be recorded and made available at [www.48nbeacon.com](http://www.48nbeacon.com).

**We will respond to all questions at the end of the presentation**

Watertown Community Meeting  
Use & Redevelopment of 48 North Beacon Street



Eskar LLC (d/b/a Sira Naturals)

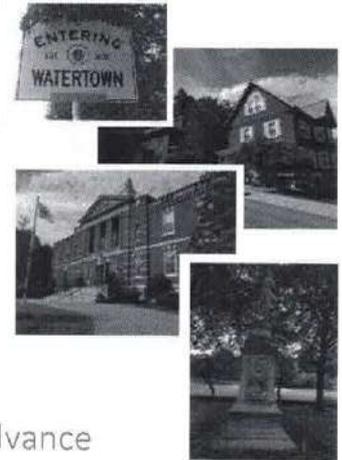


Thursday, September 10, 2020

## Public Meeting Details

SIRA NATURALS

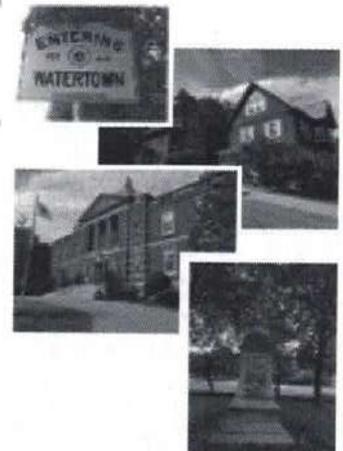
- Abutters within 500 feet Radius Notified
  - 300 feet Required
- Abutters Notified Via Certified Mail
  - Standard Mail Required
- Legal Notice Posted 3 Weeks in Advance
  - 14 Days Required
- Project Information & Materials Posted 3 Weeks in Advance
  - 24 Hours Required



## Meeting Agenda

SIRA NATURALS

- **Introductions, Meeting Guidelines & Information**
- **Sira Naturals Presentation**
- **Question & Answer Period**



## How Will This Virtual Meeting Work?

SIRANATURALS

How do I ask a question or make a comment?



- A notification is sent - the moderator will let you know if/when your opportunity is ready
- From the telephone, press \*9
- Use the Q+A – enter a question for all other attendees and panelists to see. The moderator will answer appropriate questions privately or publicly, in text or read aloud (depending on the question/comment)

## How Will This Virtual Meeting Work?

SIRANATURALS

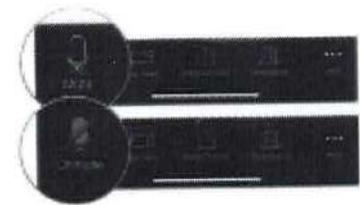
**When prompted, how do I mute/unmute myself?**

In the Zoom app, look for the radio microphone icon.  
If there is a red slash mark through it, your line is muted.  
Otherwise, your microphone line is on/on.

Click the icon to toggle.

Also: Alt+A ('A' for audio) on a PC, and Shift+Command+A on a Mac.

To mute/unmute from the telephone, press \*6



## We Would Like to Hear More From You...



Please Submit your Questions at the End of the Presentation using the Q&A Feature



Or Raise Your Hand If You Would Like to Speak!

## Experienced Team Focused on Community



**Lou Karger**  
Sira Naturals  
Founder, Treasurer & Board Member



**David Rosenberg**  
Sira Naturals  
Founder, President & Board Member



**Dwan Packnett**  
VP Government Relations & Community Investment  
Former Housing & Economic Development Official  
City of Boston



**Michelle Foley**  
Regional Dispensary Manager  
Multi-site Retail Expert



**Steve Winnick**  
Winnick & Sullivan, LLP  
Former Chair of Watertown Planning Board



**Sean Manning, PE, PTOE**  
VHB  
Principal Parking & Traffic Solutions Expert



**Hugh Hahn**  
VHB  
Real Estate Development Design & Permitting Expert



**Tom Scott**  
Scott Griffin Architects  
30+ Years Commercial & Retail Site Development



**Jay Youmans**  
Smith, Costello & Crawford  
Author of State Medical Marijuana Regulations

## Why Are We Here?

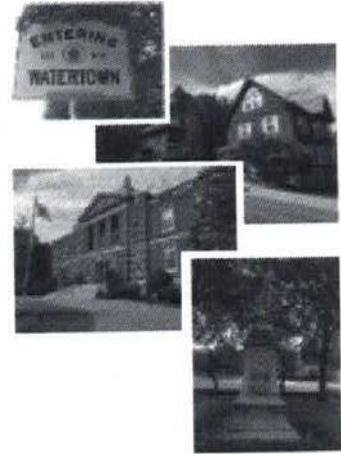


In 2016, the residents of Watertown overwhelmingly voted for cannabis legalization 60% to 40% in Massachusetts (compared to the statewide vote of 54% to 46%)

Sira Naturals is proposing to open an adult-use cannabis retail operation at 48 North Beacon Street and completely redevelop the site in an effort to revitalize the area

Our project was selected to move forward in November 2019 by the Watertown Town Council Subcommittee on Marijuana

This Community Meeting is for Sira to present its plans, answer your questions and concerns, and for residents to decide if they prefer Sira Naturals as their neighbor



## Who Are We?

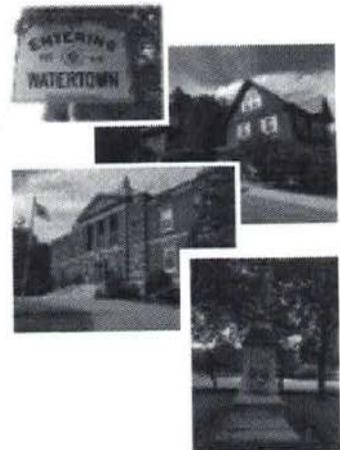


Founded in 2013, Sira Naturals is one of the most respected vertically integrated cannabis producers and one of the largest cannabis industry employers in the state

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

Dedicated to creating living wage jobs for Watertown 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 retail operations to preserve the health, safety, and well-being of customers, neighbors and employees



# Commitment to Community Starts with Integrity

## Experience & Integrity

Hands-on management team who believe in the work we do and in the opportunities it creates for our employees and neighbors



*Lou Karger*  
Managing Director &  
Founding Principal



*David Rosenberg*  
President & CEO

## Commitment to Community

Good companies don't exist without great relationships with communities. We are dedicated to creating a cooperative relationship with Watertown and setting the example of what it means to be a good neighbor



*Divan Packnett*  
VP Government Relations &  
Community Investment



*Michelle Foley*  
Regional Dispensary Manager

## Invested in People

### UFCW Local 1445

- First cannabis company in Massachusetts to enter into an agreement with UFCW
- Living Wages, Competitive Benefits & Higher Ed Opportunities
- Cannabis Industry Apprenticeship Program
- UFCW Diversity Plan for Equitable Opportunities in Cannabis



## Workforce Development

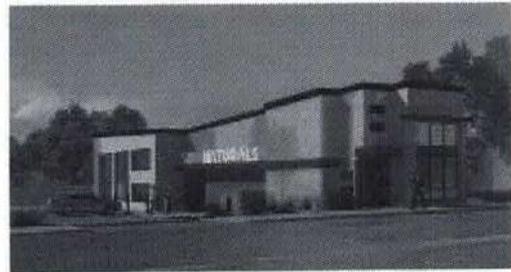
Sira strategically directs donations toward programs that support housing, transportation, and childcare; areas that lower the barriers to job opportunities

## Revitalization of North Beacon Street

Current



Proposed



### Property Description:

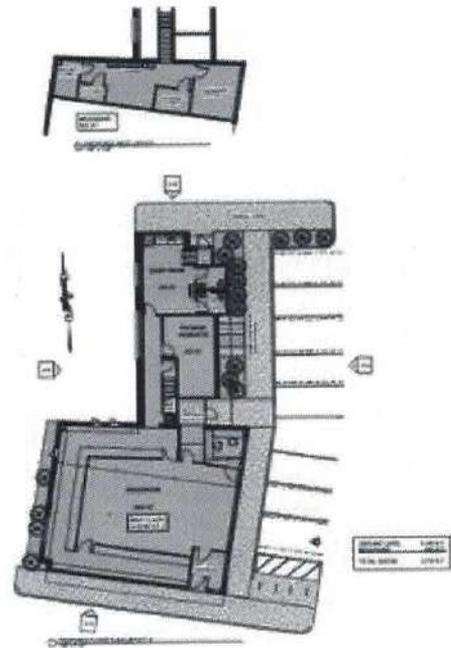
- Blighted, Dilapidated & Not Well-Maintained
- No Connectivity to Arsenal Street
- No Accessibility Features
- Non-Conforming Zoning
- No Active Street Enhancements

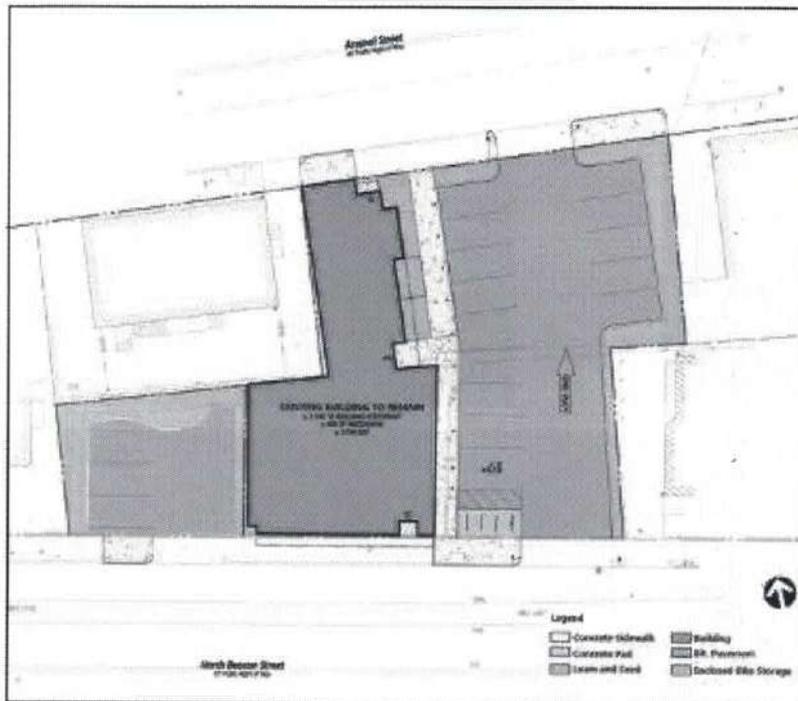
### Revitalized Location Description:

- Revitalize Parcel by Celebrating its History
- Embracing Unique Modern Design
- Activating Streetscape & Enlivening the Area
- Providing Pedestrian Access to Arsenal Street
- Improving Transportation Options

## Site Plan

- 3,740 Square Feet
- Remove Escort Limousine Building to Establish Pedestrian Connection between Arsenal St & N. Beacon St
- Re-Establish Code Compliance to Increase Buffer & Setbacks from Neighbors





## Site Plan (continued)

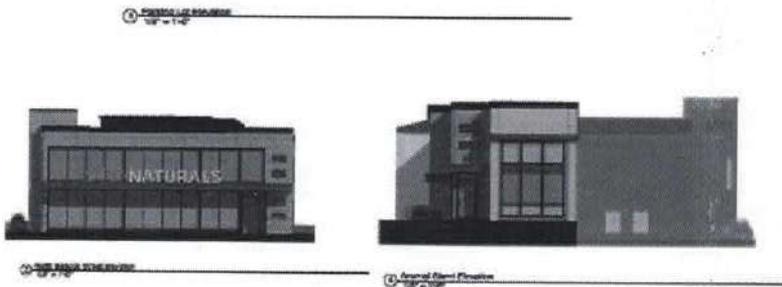
- One Way Traffic Flow
- Narrowed Curb Cuts
- Accessible Parking
- Public & Employee Bicycle Parking

## Site Plan (continued)



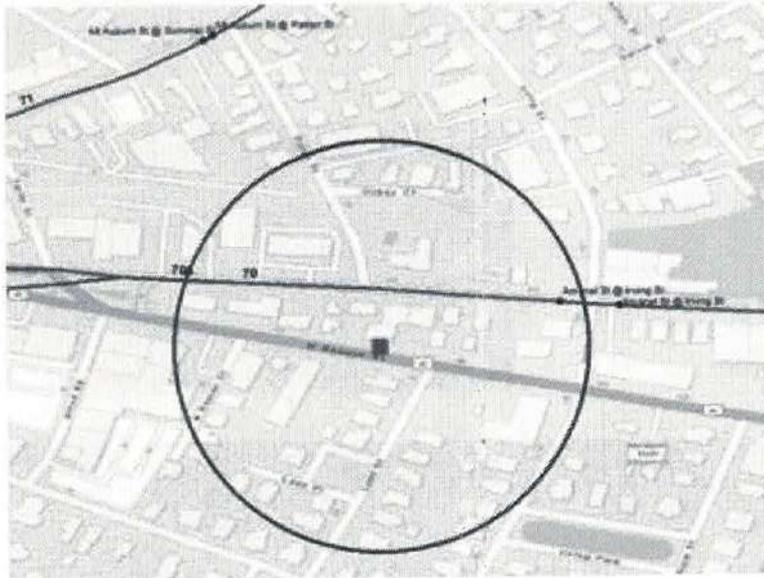
### Frontage

- 146 Ft (N. Beacon)
- 97.8 Ft (Arsenal)



### Parking & Accessibility

- 17 Onsite Spaces
- 12 Employee Offsite Spaces
- 8 Public Bicycle Spaces
- 4 Employee Bicycle Spaces
- Active Street Environment



## Location

Proposed Facility  
at 48 North Beacon  
Complies with All  
Applicable Zoning &  
Buffer Zones

## Traffic Impacts

### According to VHB Analysis, Only Minor Impacts on Area Transportation Infrastructure

#### Available On- and Off-Site Parking

- 17 Onsite Parking Spaces (only 11 required)
- Workforce Parking Offsite (12 spaces)
- Bicycle Parking (8 public, 4 employee spaces)

### Encouraging Public & Alternative Transit

- Proposed Blue Bikes Station
- Paid Blue Bike Memberships for Employees
- Subsidized MBTA Passes
- Bus Routes within ½ Mile of Site
  - 70, 71, 52, 57, 59, 502 and 504

### Comprehensive Transportation Demand Management (TDM) Plan

- Sira Voluntarily Agreed to the Highest Standards of Transportation Management (Watertown Only Requires a Basic TDM)
- Recognize the Critical Importance of Traffic Management in this area
- Sira Proactively Encourages the use of Alternative Modes of Travel by Employees and Customers with the Goal of Reducing Single Occupant Vehicles (SOV's) and Parking Needs

## Radically Rethinking Community Investment in the Cannabis Industry

Focused on portable job skills that empower individuals from communities disproportionately impacted by the War on Drugs to create careers in the cannabis industry.

Participants will have access to entry level positions, or through extensive training and mentorship, to become entrepreneurs.



## Sira.Community

- Hold accessible meetings and providing access to information about the cannabis industry for all interested community members
- Supporting entrepreneurial journeys at every stage

## 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



*First-ever accelerator in the Massachusetts cannabis industry to help small cannabis businesses for success (Business)*

## Paying It Forward

- Accelerating Economic Empowerment through Access to Industry Experts
- Educating a New Generation of Cannabis Entrepreneurs
- Access to Sira's Current Employment Opportunities

# Invested in Community

## Community Action Agency of Somerville (CAAS)

- Direct Investment in Community Outreach Programs
- Pre-School Programming, Housing, Community Organizing
- \$17,000 per year Contribution for Full Time Staff Position

## Our Current Partnerships

- Milford, Needham, Somerville Chambers of Commerce
- City of Somerville Economic Development Department
- Somerville Community Development Department
- Mass Hire



*PPE Donation to the City of Somerville (w/ Nurse Hanna)*

# Workforce Development

- Watertown First – Sira's Commitment to Hire Locally
- There's a Place for You in the Cannabis Industry
- UFCW Local 1445 – Apprenticeship Program

# Sira Open House



## Maintain Frequent Communication with the Neighborhood

Quarterly Meetings with Retail Management & Community Investment Teams

Michelle Foley  
Regional Dispensary Manager

Dwan Packnett  
VP Government Relations & Community Investment

## Open to All Abutters

## Professional, Safe & Secure

SIRA **NATURALS**

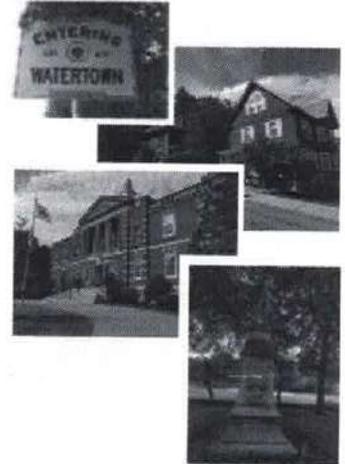
### Experienced Security and Operations Team

- Dedicated, highly professional team with decades of experience supervising DEA investigations and operating wholesale alcohol distribution networks throughout New England

### Sira Naturals Successful Compliance Record

Throughout 6 years of Operation...

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



## Prevention of Diversion

SIRA **NATURALS**

### Training for State Cannabis Inspectors at Sira Facilities

- Cannabis Control Commission Inspectors Train at Sira Naturals Retail Facilities
- Gold Standard for Cannabis Retailers

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

- Products strictly controlled, limited employee access, stored in a separate, secure vault and monitored by 24/7 security cameras and alarms
- Employees educate guests on safe storage of cannabis and reinforce the dangers of distribution to and use by minors
- Customers enter through secure vestibule; entry strictly limited by security to customers 21+
- Zero Tolerance Policy for use on premises and security has sole discretion to refuse access

# Sira Naturals & Watertown

## Revitalization of 48 North Beacon

- Replace dilapidated building & enliven the area
- Activate streetscape and establish connection to Arsenal Street
- Improve transit options without impacting local traffic or parking

## Direct Investment in Watertown

Committed to making direct investments in Watertown non-profits, workforce development programs, job training, local Chambers of Commerce and business associations, as well as volunteer work throughout the community

## Record of Success & Safety

- CCC Inspectors train at Sira Naturals facilities
- Successful ongoing operations in Somerville, Milford & Needham with no violations
- 24/7 Safety Monitoring, Strict Enforcement of Product Safety & Limited Facility Access

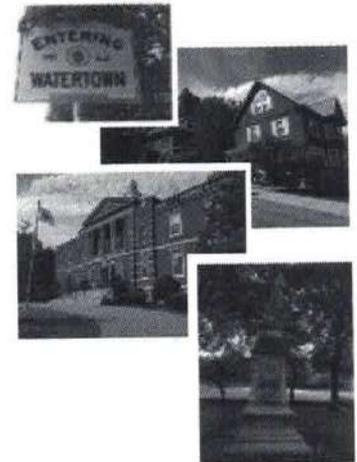
## Local Hiring for Union Jobs

- Local jobs with living wages and competitive benefits with UFCW Local 1445
- Sira's priority is to hire locally and promote job openings via **Watertown First** program

# Question & Answer

SIRA NATURALS

- 1) Questions Submitted in Advance
- 2) Questions Received via Email or Zoom
- 3) Open Question & Answer Section to All Community Meeting Participants
  - Review of Zoom Meeting Features



## How Will This Virtual Meeting Work?

SIRANATURALS

### How do I ask a question or make a comment?

- Raise your hand to indicate to the moderator



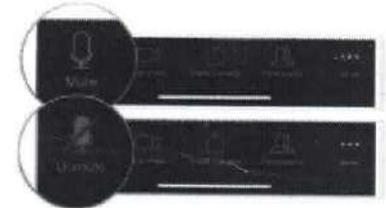
- A notification is sent - the moderator will let you know if/when your opportunity is ready
- From the telephone, press \*9
- Use the Q+A – enter a question for all other attendees and panelists to see. The moderator will answer appropriate questions privately or publicly, in text or read aloud (depending on the question/comment)

## How Will This Virtual Meeting Work?

SIRANATURALS

### When prompted, how do I mute/unmute myself?

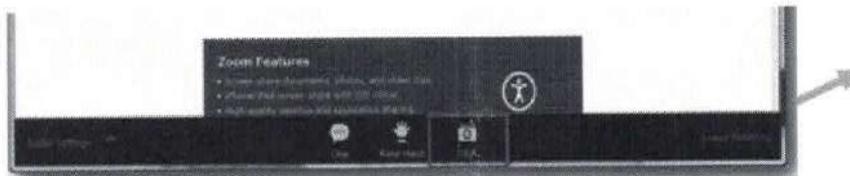
- In the Zoom app, look for the radio microphone icon.
  - If there is a red slash mark through it, your line is muted.
  - Otherwise, your microphone line is on/on.
- Click the icon to toggle.
  - Also: Alt+A ('A' for audio) on a PC, and Shift+Command+A on a Mac.
- To mute/unmute from the telephone, press \*6



We Would Like to Hear More From You...



Please Submit your Questions using the Q&A Feature



Or Raise Your Hand if You Would Like to Speak!

# Thank You!

Dwan Packnett  
VP Government Relations & Community Investment  
Dpacknett@siranaturals.org  
617.631.6838

[Learn More about Sira Community](http://www.siranaturals.org/cannabis-social-equity)  
[www.siranaturals.org/cannabis-social-equity](http://www.siranaturals.org/cannabis-social-equity)

[Contact the Community Team](mailto:community@siranaturals.org)  
[community@siranaturals.org](mailto:community@siranaturals.org)

Sira Naturals, Inc.  
Watertown Virtual Community Outreach Meeting Recording

<https://vimeo.com/457805081>

or

<http://www.48nbeacon.com/>



## **Policy for Separating Recreational from Medical Operations**

Sira is committed to being compliant with all regulations and any other requirements or sub-regulatory guidance issued by the Massachusetts Cannabis Control Commission (“CNB” or “the Commission”) and any other requirements or sub-regulatory guidance issued by any other regulatory agency.

To clearly and concisely outline our plan to continue to dispense marijuana and marijuana products to qualifying patients and their caregivers and once licensed, to consumers in the recreational market as a Licensed Marijuana Retailer.

### **Purpose**

The purpose of this plan is to outline the responsibilities of the Company, the Company’s management team and Agents to ensure specific, methodical, and consistent compliance of the Regulations and to ensure that there is separation between medical use of marijuana operations and recreational marijuana operations are in compliance with all regulations and laws.

### **General Requirements**

As a Colocated Marijuana Operations (“CMO”) Sira will comply with the requirements for physical and virtual separation of medical-use and adult use marijuana and marijuana products

Sira will implement procedures for virtual, i.e., electronic, separation of medical-use and adult-use marijuana, MIPs, and marijuana products subject to Commission approval. Sira will use of plant or package tags in the Seed-to-sale SOR (“METRC”) for this separation.

Sira will attach plant tags to all marijuana clones and plants and attach package tags to all finished marijuana, MIPs and marijuana products and enter any remaining inventory, including seeds, into METRC.

### **Patient Supply**

Sira will ensure access to a sufficient quantity and variety of Marijuana Products, including Marijuana, for Patients registered under 935 CMR 501.000.

- During the first 6 months of operation, Sira will reserve 35% of our Marijuana Products for patient sales.
- Once we have been open and dispensing for a period of six months or longer, Sira will maintain a quantity and variety of Marijuana Products for Patients registered under 935 CMR 501.000, sufficient to meet the demand indicated by an analysis of sales data collected by the Licensee during the preceding six months in accordance with 935 CMR 500.140(5): Recording Sales and 935 CMR 501.140(5).

Marijuana products reserved for patient supply shall, unless unreasonably impracticable, reflect the actual types and strains of Marijuana Products documented during the previous six months. If a substitution shall be made, the substitution shall reflect as closely as possible the type and strain no longer available.

On a biennial basis, Sira will submit to the Commission an inventory plan to reserve a sufficient quantity and variety of medical use Marijuana Products for Registered Qualifying Patients, based on reasonably anticipated patient needs as documented by sales records over the preceding six months. On each occasion that the supply of any product within the reserved patient supply is exhausted and a reasonable substitution cannot be made, Sira will submit a report to the Commission in a form determined by the Commission.

Marijuana Products reserved for patient supply will be either maintained on-site at the retailer or easily accessible at another location operated by Sira and transferable to the retailer location within 48 hours of notification that the on-site supply has been exhausted. Sira will perform audits of available patient supply on a weekly basis and retain those records for a period of six months.

Sira may transfer Marijuana Products reserved for medical-use to adult-use within a reasonable period of time prior to the date of expiration provided that the product does not pose a risk to health or safety.

### **Point of Sale**

As a Colocated Marijuana Operations (CMO) Sira will use best efforts to prioritize patient and caregiver identification verification and physical entry into its retail area.

- Sira will have one or more separate Point of Sale (“POS”) station(s) and lines reserved solely for medical marijuana sales to Qualifying Patients or their Personal Caregivers. These POS station will:
  - Be ADA compliant for wheelchair and scooter access.
  - Be clearly marked that the POS station is for medical sales only
  - Be physically separated from the other POS stations with the use of semi-permanent stanchions with ropes or belts that create a physical barrier between medical and adult sales.
    - The stanchion and rope system will also create a separate line for patients and caregivers and will be clearly marked with a sign stating that these POS stations are for medical sales only.
  - The other POS stations will be clearly marked by signage stating that these lines and POS stations are for all sales, including medical.
  - Our patient marketing and patient/consumer education materials will also state that medical sales may be done at any POS station and that the holder of a medical

registration card may use either line and shall not be limited only to the medical use line.

- The facility has an area that is separate from the sales floor that allows for confidential consultation. The Consultation Room will have signage that reads, “Consultation Area” and will be accessible by a Qualifying Patient or caregiver without having to traverse a Limited Access Area.
- Virtual Separation of medical and adult sales will happen at the POS station. Sira POS System will be equipped to track medical and adult sales internally.
  - For each transaction Sira sales agent will ask each customer if there are any medical marijuana sales that will be completed.
    - If the answer is no, the sales agent will re-verify the customers age by checking the customers government issued ID card and entering the entire order as adult use and taxed and recorded appropriately.
    - If the customer states that medical sales are included, the Sales Agent will request the Patient Registration Card issued by the Commission and their second form of identification.
      - The Sales agent will enter the patient/caregiver information through the Commission-supported databases and verify the patient/caregiver registration is valid and that the patients 60-day supply has not been reached.
      - The sales agent will fill the patient/caregiver order and ask which items are for medical use.
        - If all items are for medical use the sales agent will first enter the amounts of marijuana purchased into the CNB interoperable database and ensure that the amount does not exceed the patients 60-day supply.
        - The order will be entered into the POS System. For each item or stock keeping unit (“SKU”) the sales agent will designate it as medical sales and the system will record it as such and not tax the transaction
        - If only some of the items are for medical use the sales agent will first enter the amounts of marijuana purchased into the Commission-supported database and ensure that the amount does not exceed the patients 60-day supply.
          - The sales agent will then verify that the patient is at least 21 years of age by checking the government

issued identification. If the patient is under 21 years of age, no adult use products may be sold

- The order will be entered into the POS System. For each item or SKU the patient/caregiver designates as medical use the sales agent will designate it as medical sales and the system will record it as such and not tax the item(s). For items or SKU's identified as adult use (and the patient is 21 years of age or older) these items will be entered into the POS system and taxed accordingly.
- At the end of each business day a report will be generated by the POS system that includes the data of all sales, medical and adult use. This report will be compared against the transaction data in the Metrc system and the Commission-supported database to ensure all medical and adult sales are correct.
- Sira will not sell to an individual more than one ounce of marijuana or five grams of marijuana concentrate per transaction.

### **Patients under the age of 21**

Registered, Qualifying patients may be under the age of 21 and will require access to marijuana for medical use. Sira is will not restrict access to our products to patients of any age so long as they are registered with the Commission.

While we do not expect a large number of patients who are under the age of 21 we are committed to giving them access to our products while also making sure that these patients cannot access products that are intended for adult use.

No customer will have direct access to marijuana products except at point of sale. All marijuana products are stored in locked cabinets behind the POS counter.

- Registered Patients under the age of 21 will be admitted into our facility only if the individual is 18 years of age or older and produces an active patient registration card issued by the Commission or the Commission. If the individual is younger than 18 years old, he or she shall not be admitted unless they produce an active patient registration card and they are accompanied by their personal caregiver with an active patient registration card.
  - In addition to the active patient registration card, registered qualifying patients 18 years of age and older and personal caregivers must also produce proof of identification.
- In any case where a patient that is under the age of 21, Sira agent that determines the patient is under 21 years of age will notify the sales manager of this fact.

- The sales manager and the security agent will monitor the patient throughout the facility.
  - The Sales Agent or designee will offer personal assistance to the patient and/or caregiver while they are inside the facility.
  - At the POS Station the sales manager will notify the sales agent that the patient is under 21 to ensure that only medical sales occur.



## **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

D

The Commonwealth of Massachusetts

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

FORM MUST BE TYPED

Articles of Entity Conversion of a

FORM MUST BE TYPED

RECEIVED

Domestic Non-Profit with a Pending Provisional
or Final Certification to Dispense Medical Use Marijuana
to a Domestic Business Corporation

JAN 23 2018

(General Laws Chapter 156D, Section 9.53; 950 CMR 113.30)

MA Dept. of Public Health
99-12 Exact Name of the non-profit:
Boston, MA 02111

SIRA NATURALS, INC.

465147723

(2) A corporate name that satisfies the requirements of G.L. Chapter 156D, Section 4.01:

SIRA NATURALS, INC.

(3) The plan of entity conversion was duly approved in accordance with the law.

(4) The following information is required to be included in the articles of organization pursuant to G.L. Chapter 156D, Section 2.02(a) or permitted to be included in the articles pursuant to G.L. Chapter 156D, Section 2.02(b):

ARTICLE I

The exact name of the corporation upon conversion is:

SIRA NATURALS, INC.

ARTICLE II

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

The corporation is organized: (a) to cultivate, manufacture, market, promote, sell, distribute and otherwise provide products containing cannabis, products that enable persons to consume cannabis in different forms and other related products, for both medicinal and recreational uses, but only in accordance with the laws of the Commonwealth of Massachusetts; (b) to engage in all activities incidental thereto; and (c) to engage in any other activities in which a corporation formed under the laws of the Commonwealth of Massachusetts may lawfully engage.

8

P.C.

D

# The Commonwealth of Massachusetts

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

FORM MUST BE TYPED

FORM MUST

RECEIVED

JAN 23 2018

## Articles of Entity Conversion of a Domestic Non-Profit with a Pending Provisional Final Certification to Dispense Medical Use Marijuana to a Domestic Business Corporation (General Laws Chapter 156D, Section 9.53; 950 CMR 113.30)

Sira Naturals, Inc. is a Medical Marijuana Treatment Center with the Department of Public Health in accordance with 105 CMR 725.004 as of January 24, 2018.

*Bryan Harter*  
Bryan Harter  
Director  
Medical Use of Marijuana Program  
Bureau of Healthcare Safety and Quality  
Massachusetts Department of Public Health

MA Dept. of Public Health  
90 (1) Exact Name of the non-profit: Boston MA 02111

Exact Name of the non-profit: SIRA NATURALS, INC. 405-147723

(2) A corporate name that satisfies the requirements of G.L. Chapter 156D, Section 4.01:

SIRA NATURALS, INC.

(3) The plan of entity conversion was duly approved in accordance with the law.

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The corporation is organized: (a) to cultivate, manufacture, market, promote, sell, distribute and otherwise provide products containing cannabis, products that enable persons to consume cannabis in different forms and other related products, for both medicinal and recreational uses, but only in accordance with the laws of the Commonwealth of Massachusetts; (b) to engage in all activities incidental thereto; and (c) to engage in any other activities in which a corporation formed under the laws of the Commonwealth of Massachusetts may lawfully engage.

### ARTICLE III

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

WITHOUT PAR VALUE		WITH PAR VALUE		
TYPE	NUMBER OF SHARES	TYPE	NUMBER OF SHARES	PAR VALUE
Common	137,500 (Series A)			
Common	137,500 (Series B)			

### ARTICLE IV

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

See the attached Continuation Sheet IV.

### ARTICLE V

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

Not applicable

### ARTICLE VI

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

See the attached Continuation Sheet VI.

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

## CONTINUATION SHEET IV

The total number of shares of all classes of capital stock which Sira Naturals Inc. (the "Corporation") shall have authority to issue is 275,000 shares of Common Stock, no par value per share ("Common Stock"), of which (1) 137,500 shares are designated Series A Common Stock ("Series A Common Stock"); and (2) 137,500 shares are designated Series B Common Stock ("Series B Common Stock").

### I. COMMON STOCK

1. General. Other than with respect to the dividend rights described herein, the Series A Common Stock and Series B Common Stock shall have the same rights hereunder.

2. Voting Rights. Each owner of record of Series A Common Stock and Series B Common Stock shall be entitled to one vote for each share of Series A Common Stock or Series B Common Stock standing in such owner's name on the books of the Corporation. Except as otherwise required by law, the owners of the Series A Common Stock and Series B Common Stock shall vote together as a single class on all matters submitted to shareholders for a vote (including any action by written consent).

3. Dividends. Subject to the provisions of applicable law, the owners of Common Stock shall be entitled to receive dividends out of funds legally available therefore at such times and in such amounts as the Board of Directors of the Corporation (the "Board") may determine, declare, order to be paid and pay in accordance with the terms hereof in its sole discretion; provided however, that the Board may not determine, declare, order or pay any dividend to any owner of Series B Preferred Stock (with regard to such Series B Preferred Stock) if: (a) any outstanding loan owed by the Corporation to Green Partners Lender I LLC GP Loans is in default (the "GP Loans"); or (b) the Corporation does not have in its cash reserves an amount equal to \$103,261.36 multiplied by the number of months since April 1, 2015 (calculated on an ongoing basis until the GP Loans are paid in full). Any dividends payable in shares of Common Stock shall be payable in shares of the series of Common Stock on which the dividend is paid so that: (i) owners of Series A Common Stock shall receive stock dividends paid in shares of Series A Common Stock; and (b) owners of Series B Common Stock shall receive stock dividends paid in shares of Series B Common Stock.

4. Liquidation. Upon any liquidation, dissolution or winding up of the Corporation, whether voluntary or involuntary, after the payment or provisions for payment of all debts and liabilities of the Corporation, all remaining assets of the Corporation available for distribution to its shareholders shall be distributed pro rata to the holders of Common Stock.

## CONTINUATION SHEET VI

### 6.1 Limitation Of Director Liability.

Except to the extent that Chapter 156D of the Massachusetts General Laws or any other applicable law prohibits the elimination or limitation of liability of directors for breaches of fiduciary duty, no director of the Corporation shall be personally liable to the Corporation or its shareholders for monetary damages for any breach of fiduciary duty as a director. No amendment to or repeal of this provision shall apply to or have any effect on the liability or alleged liability of any director of the Corporation for or with respect to any acts or omissions of such director occurring prior to such amendment.

### 6.2 Indemnification.

(a) The Corporation shall, to the fullest extent permitted by the applicable provisions of Chapter 156D of the Massachusetts General Laws, as amended from time to time, indemnify each person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that he is or was, or has agreed to become, a director or officer of the Corporation, or is or was serving, or has agreed to serve, at the request of the Corporation, as a director or officer of, or in a similar capacity with, another organization or in any capacity with respect to any employee benefit plan of the Corporation, or by reason of any action alleged to have been taken or omitted in such capacity, against all expenses (including reasonable attorneys' fees), judgments, fines and amounts paid in settlement incurred by such person or on such person's behalf in connection with such action, suit or proceeding and any appeal therefrom; provided, however that the foregoing shall not require the Corporation to indemnify or advance expenses to any person: (i) in connection with any action, suit or proceeding initiated by or on behalf of such person against the Corporation or any counterclaim against the Corporation initiated by or on behalf of such person; and (ii) unless the person seeking indemnification shall execute a written undertaking (reasonably acceptable to the Corporation) to repay the Corporation any expenses or other amounts advanced and/or paid to such person under this Section the event that it is finally adjudicated in such action, suit or proceeding that such person did not act in good faith in the reasonable belief that such person's action was in the best interests of (x) the Corporation or (y) to the extent such matter relates to service with respect to an employee benefit plan, in the best interests of the participants or beneficiaries of such employee benefit plan.

(b) Notwithstanding the provisions of Section 6.2(a) above, in the event that a pending or threatened action, suit or proceeding is compromised or settled in a manner which imposes any liability or obligation upon any person in a matter for which such person would otherwise be entitled to indemnification hereunder, no indemnification shall be provided to such person with respect to such matter if it is determined, pursuant to Section 6.2(c) below, on the basis of facts known at that time (without independent investigation), that such person did not act in good faith in the reasonable belief that such person's action was in the best interests of: (i) the Corporation or (ii) to the extent such matter relates to service with respect to an employee benefit plan, in the best interests of the participants or beneficiaries of such employee benefit plan.

(c) Any determination of whether a person is entitled to indemnification pursuant to this Section 6.2 shall be made by: (i) a majority vote of a quorum of the directors of the Corporation consisting of persons who are not at that time parties to the action, suit or proceeding in question (the "Disinterested Directors"); (ii) if no such quorum is obtainable, a majority vote of a committee of two or more Disinterested Directors; (iii) a majority vote of a quorum of the outstanding shares of stock of all classes entitled to vote for directors, voting as a single class, which quorum shall consist of shareholders who are not at that time parties to the action, suit or proceeding in question; (iv) independent legal counsel (who may be regular corporate counsel to the Corporation) appointed for such purpose by vote of the directors in the manner specified in clause (i) or (ii) above; or (v) a court of competent jurisdiction.

(d) The indemnification rights provided in this Section 6.2: (i) shall not be deemed exclusive of any other rights to which those indemnified may be entitled under any law, agreement, vote of shareholders or otherwise; and (ii) shall inure to the benefit of the heirs, executors and administrators of such persons entitled to indemnification. The Corporation may, to the extent authorized from time to time by the Board, grant indemnification rights to other employees or agents of the Corporation or other persons serving the Corporation and such rights may be equivalent to, or greater or less than, those set forth in this Section 6.2.

### 6.3 Other Provisions.

(a) Meetings of the shareholders of the Corporation may be held anywhere in the United States.

(b) The Corporation shall have the power to be a partner in any business enterprise which this Corporation would have the power to conduct by itself.

(c) Action required or permitted by Chapter 156D of the General Laws of Massachusetts to be taken at a shareholders' meeting may be taken without a meeting by shareholders having not less than the minimum number of votes necessary to take the action at a meeting at which all shareholders entitled to vote on the action are present and voting.

(d) Notwithstanding the provisions of Section 8.03(a) of Chapter 156D of the General Laws of Massachusetts, the Corporation shall have such number of directors as shall be fixed from time to time by the shareholders or directors of the Corporation without regard to the number of shareholders.

(e) The Board (acting by majority vote) may amend, restate and/or repeal the By-Laws of the Corporation, as amended and/or restated to date, in whole or in part, except with respect to any provision thereof which by virtue of an express provision in: (i) Chapter 156D of the General Laws of Massachusetts; (ii) the Articles of Organization of the Corporation; or (iii) the By-Laws, requires action by the shareholders of the Corporation.

**ARTICLE VII**

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

**ARTICLE VIII**

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

- a. The street address of the initial registered office of the corporation in the commonwealth:  
**300 Trade Center, Suite 770, Woburn, MA 01801**
- b. The name of its initial registered agent at its registered office:  
**Michael Dundas**
- c. The names and addresses of the individuals who will serve as the initial directors, president, treasurer and secretary of the corporation (an address need not be specified if the business address of the officer or director is the same as the principal office location):

President: **Michael Dundas, 300 Trade Center, Suite 770, Woburn, MA 01801**

Treasurer: **Louis F. Karger, 300 Trade Center, Suite 770, Woburn, MA 01801**

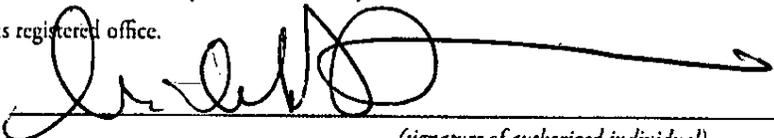
Secretary: **Louis F. Karger, 300 Trade Center, Suite 770, Woburn, MA 01801**

Director(s): **Michael Dundas, Louis F. Karger, David S. Rosenberg, Robert A. Edelstein and Eric J. Wardrop  
300 Trade Center, Suite 770, Woburn, MA 01801**

- d. The fiscal year end of the corporation:  
**December 31**
- e. A brief description of the type of business in which the corporation intends to engage:  
**Cultivate, manufacture, market, promote, sell and distribute cannabis and related products.**
- f. The street address of the principal office of the corporation:  
**300 Trade Center, Suite 770, Woburn, MA 01801**
- g. The street address where the records of the corporation required to be kept in the commonwealth are located is:

**300 Trade Center, Suite 770, Woburn, MA 01801**, which is  
*(number, street, city or town, state, zip code)*

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

Signed by:   
*(signature of authorized individual)*

- Chairman of the board of directors,
- President,
- Other officer,
- Court-appointed fiduciary,

on this 18th day of January, 2018

COMMONWEALTH OF MASSACHUSETTS

1305167

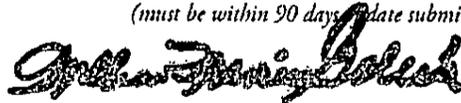
William Francis Galvin  
Secretary of the Commonwealth  
One Ashburton Place, Boston, Massachusetts 02108-1512

9034

Articles of Entity Conversion of a  
Domestic Non-Profit with a Pending Provisional or  
Final Certification to Dispense Medical Use Marijuana  
to a Domestic Business Corporation  
(General Laws Chapter 156D, Section 9.53; 950 CMR 113.30)

I hereby certify that upon examination of these articles of conversion, duly submitted to me, it appears that the provisions of the General Laws relative thereto have been complied with, and I hereby approve said articles; and the filing fee in the amount of \$ 475 having been paid, said articles are deemed to have been filed with me this 7 day of February, 2018, at 11:34 am a.m./p.m.  
*time*

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



WILLIAM FRANCIS GALVIN  
Secretary of the Commonwealth

  
\_\_\_\_\_  
Examiner  
\_\_\_\_\_  
Name approval

Filing fee: Minimum \$250

TO BE FILLED IN BY CORPORATION  
Contact Information:

\_\_\_\_\_  
C  
\_\_\_\_\_  
M

Susanne Sullivan c/o Seyfarth Shaw LLP

Two Seaport Lane, Suite 300

Boston, MA 02210

Telephone: 617-946-8303

Email: \_\_\_\_\_

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

SECRETARY OF THE  
COMMONWEALTH  
2018 FEB - 7 AM 11:34  
CORPORATIONS DIVISION



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

William Francis Galvin  
Secretary of the  
Commonwealth

Date: October 26, 2020

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: 20100731280

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

Processed by: bod



## CERTIFICATE OF GOOD STANDING AND/OR TAX COMPLIANCE



SIRA NATURALS, INC  
300 TRADECENTER STE 7700  
WOBURN MA 01801-7419

000023

### *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, 8:30 a.m. to 4:30 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

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



## **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 up request.



## **RESTRICTING ACCESS TO AGE 21 AND OLDER-RETAIL**

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.

Sira Management team is responsible for ensuring that all persons who enter the facility or are otherwise associated with the operations of Sira are 21 years of age or older, except in the case of a Registered Qualifying Patient with the Massachusetts Medical Use of Marijuana Program in possession of a valid Program ID from the Commission.

Sira will Positively identify all individuals seeking access to the facility to limit access solely to individuals 21 years of age or older, or registered Qualifying Patients or personal caregivers.

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. A patient registration card is not sufficient proof of age.

- If the individual is between 18 and 21 years of age, he or she shall not be admitted unless they produce an active patient registration card issued by the Commission.
- If the individual is younger than 18 years old, he or she shall not be admitted without an active patient registration card and a personal caregiver with an active patient registration card.
- In addition to the patient registration card, registered Qualifying Patients 18 years of age and older and personal caregivers must also produce proof of identification.

Other 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 visitors age, or of 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.
  - To verify the age of the individual the Agent will use an Age Verification Smart ID Scanner that will be supplied by Sira .
  - In the event that the ID is not a scannable ID, or if for any reason the scanner is not operational or available or if the ID is questionable the Agent must use the **FLAG** methodology of ID verification

### **F. Feel**

- Have the customer remove the ID from their wallet or plastic holder (never accept a laminated document)

- Feel for information cut-out or pasted on (especially near photo and birth date areas)
- Feel the texture – most driver’s license should feel smooth, or (depending on your State) they will have an identifying texture

**L. Look**

- Look for the State seals or water marks; these seals are highly visible without any special light.
- Look at the photograph. Hairstyles, eye makeup and eye color can be altered, so focus your attention on the person’s nose and chin as these features don’t change. When encountering people with beards or facial hair, cover the facial hair portion of the photo and concentrate on the nose or ears.
- Look at the height and weight. They should reasonably match the person.
- Look at the date of birth and do the math!
- Compare the age on the ID with the person’s apparent age.
- Look at the expiration date. If the ID has expired, it is not acceptable.
- If needed, compare the ID to the book of Government Issued ID’s

**A. Ask**

- Ask questions of the person, such as their middle name, zodiac sign, or year of high school graduation. Ask them the month they were born. If they respond with a number, they may be lying. If the person is with a companion, ask the companion to quickly tell you the person’s name.
- If you have questions as to their identity, ask the person to sign their name, and then compare signatures.

**G. Give Back**

- If the ID looks genuine, give the ID back to the customer and allow entry.
- If for any reason the identity of the customer or the validity of the ID is in question, the individual will not be granted access to the facility.

**Training**

Sira will train all Retail and Security Agents on the verification and identification of individuals. This training will be done prior to Agents performing age verification duties. Management will supply Age Verification Smart ID Scanners and hardcover books to assist Agents in age verification.

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.



## **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.

### **Point of Sale (POS) Systems**

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

- Our POS system will record all transactions in a manner that will allow the DOR to verify what was sold and whether the appropriate amount of tax was collected. Along with the data in the POS system, Sira will maintain the following records:
  - A journal or its equivalent, which records daily all non-cash transactions affecting accounts payable;
  - A cash journal or its equivalent, which records daily all cash receipts and cash disbursements, including any check transactions;
  - A sales slip, invoice, cash register tape, or other document evidencing the original transaction, which substantiates each entry in the journal or cash journal;
  - Memorandum accounts, records or lists concerning inventories, fixed assets or prepaid items, except in cases where the accounting system clearly records such information; and
  - A ledger to which totals from the journal, cash journal and other records have been periodically posted. The ledger must clearly classify the individual accounts receivable and payable and the capital account.
- Each POS transaction record will provide enough detail to independently determine the taxability of each sale and the amount of tax due and collected. Information on each sales transaction will include, but is not limited to the:
  - individual item(s) sold,
  - selling price,
  - tax due,
  - invoice number,

- date of sale,
- method of payment, and
- POS terminal number and POS transaction number.
- Sira will maintain auditable internal controls to ensure the accuracy and completeness of the transactions recorded in the POS system. The audit trail details include, but are not limited to:
  - Internal sequential transaction numbers;
  - Records of all POS terminal activity; and
  - Procedures to account for voids, cancellations, or other discrepancies in sequential numbering.
  - The POS audit trail or logging functionality must be activated and operational at all times, and it must record:
    - Any and all activity related to other operating modes available in the system, such as a training mode; and
    - Any and all changes in the setup of the system.
- Sira will comply with the provisions of 935 CMR 500.000, 501.000, 502.000 but specifically herein to 935 CMR 500.140(6): Recording Sales.
  - Sira will only utilize a point-of-sale (POS) system approved by the Commission, in consultation with the DOR.
  - Sira may utilize a sales recording module approved by the DOR.
  - Sira will not utilize software or other methods to manipulate or alter sales data.
  - Sira will conduct a monthly analysis of our equipment and sales data to determine that no software has been installed that could be utilized to manipulate or alter sales data and that no other methodology has been employed to manipulate or alter sales data. Sira will maintain records that it has performed the monthly analysis and produce it upon request to the Commission. If Sira determines that software has been installed for the purpose of manipulation or alteration of sales data or other methods have been utilized to manipulate or alter sales data:
    - We will immediately disclose the information to the Commission;
    - We will cooperate with the Commission in any investigation regarding manipulation or alteration of sales data; and
    - We will take such other action directed by the Commission to comply with 935 CMR 500.105.
  - Sira will comply with 830 CMR 62C.25.1: Record Retention and DOR Directive 16-1 regarding recordkeeping requirements.
  - Sira will adopt separate accounting practices at the point-of-sale for marijuana and marijuana product sales, and non-marijuana sales.
  - Sira will allow the Commission and the DOR may audit and examine our point-of-sale system in order to ensure compliance with Massachusetts tax laws and 935 CMR 500.000;
  - As a Colocated Marijuana Operations (“CMO”), Sira will maintain and provide to the Commission on a biannual basis accurate sales data collected by the licensee during the six months immediately preceding this application for the purpose of ensuring an adequate supply of marijuana and marijuana products under 935 CMR 500.140(10): Patient Supply.

### **Virtual Separation**

As a Colocated Marijuana Operations (“CMO”), Sira will implement procedures for virtual, i.e., electronic, separation of medical-use and adult-use marijuana, MIPs, and marijuana products subject to Commission approval. We will utilize plant or package tags in the Seed-to-sale SOR

to fulfil this requirement.



## **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 (Adult Use)**

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.

### **Types of Records (Medical Use)**

Sira records will be available for inspection by the Commission upon request. Written records that are required and are subject to inspection include, but are not limited to, all records required in any section of 935 CMR 501.000, in addition to the following

- Security measures in compliance with 935 CMR 501.110;
- Employee security policies, including personal safety and crime prevention techniques;
- A description of the MTC'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 501.100(6)(d); and

- Price list for marijuana, MIPs, and any other available products, and alternate price lists for patients with documented verified financial hardship as required by 935 CMR 501.100(1)(f);
- Storage of marijuana in compliance with 935 CMR 501.105(4);
- Description of the various strains of marijuana to be cultivated and dispensed, and the form(s) in which marijuana will be dispensed;
- Procedures to ensure accurate recordkeeping, including inventory protocols and procedures for integrating a secondary electronic system with the Seed-to-sale SOR;
- Plans for quality control, including product testing for contaminants in compliance with 935 CMR 501.105(3)(b);
- A staffing plan and staffing records in compliance with 935 CMR 501.105(9)(d)3.;
- 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 in accordance with 935 CMR 501.200;
- A description of the MTC's patient education activities in accordance with 935 CMR 501.105(11);
- The standards and procedures by which the MTC determines the price it charges for marijuana, and a record of the prices charged, including the MTC's policies and procedures for the provision of marijuana to registered qualifying patients with verified financial hardship without charge or at less than the market price, as required by 935 CMR 501.100(1)(f);
- Written policies and procedures for the production and distribution of marijuana, which shall include, but not be limited to:
  - Methods for identifying, recording, and reporting diversion, theft, or loss, and for correcting all errors and inaccuracies in inventories;
  - A procedure for handling voluntary and mandatory recalls of marijuana. Such procedure shall be adequate to deal with recalls due to any action initiated at the requestor order of the Commission, and any voluntary action by an MTC to remove defective or potentially defective marijuana from the market, as well as any action undertaken to promote public health and safety;
  - A procedure for ensuring that any outdated, damaged, deteriorated, mislabeled, or contaminated marijuana is segregated from other marijuana and destroyed. This procedure shall provide for written documentation of the disposition of the marijuana;
  - Policies and procedures for patient or personal caregiver home-delivery; and
  - Policies and procedures for the transfer, acquisition, or sale of marijuana between MTCs, and if applicable, Marijuana Establishments and CMOs.
- A policy for the immediate dismissal of any MTC agent who has:
  - Diverted marijuana, which shall be reported to law enforcement officials and to the Commission; or
  - Engaged in unsafe practices with regard to operation of the MTC, which shall be reported to the Commission; and 935 CMR: CANNABIS CONTROL COMMISSION
- A list of all board members and executives of an MTC, and members, if any, of the entity, must be made available upon request by any individual. This requirement may be fulfilled by placing this information on the MTC's website.

- Policy and procedure for the handling of cash on MTC premises including, but not limited to, storage, collection frequency, and transport to financial institution(s).
- Operating procedures as required by 935 CMR 501.105(1);
- Inventory records as required by 935 CMR 501.105(7);
- Seed-to-sale tracking records for all marijuana and MIPs as required by 501.105(7)(e);
- The following personnel records:
  - Job descriptions for each employee and volunteer position, as well as organizational charts consistent with the job descriptions;
  - A personnel record for each MTC agent. Such records shall be maintained for at least 12 months after termination of the individual's affiliation with the MTC and shall include, at a minimum, the following:
    - All materials submitted to the Commission pursuant to 935 CMR 501.030(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;
    - A copy of the application that the MTC submitted to the Commission on behalf of any prospective MTC agent;
    - Documentation of periodic performance evaluations; and
    - A record of any disciplinary action taken.
  - A staffing plan that will demonstrate accessible business hours and safe cultivation conditions;
  - Personnel policies and procedures; and
  - All CORI reports obtained in accordance with M.G.L. c. 6, § 172, 935 CMR 501.030(3), and 803 CMR 2.00: Criminal Offender Record Information (CORI);
- 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 that indicate the name of the registered qualifying patient or personal caregiver to whom marijuana has been dispensed, including the quantity, form, and cost; and  
Salary and wages paid to each employee, stipend paid to each board member, and any executive compensation, bonus, benefit, or item of value paid to any individual affiliated with an MTC, including members of the nonprofit corporation, if any.
  - Waste disposal records as required under 935 CMR 501.105(10)(b); and
  - Following closure of an MTC, all records must be kept for at least two years at the expense of the MTC and in a form and location acceptable to the Commission.

**Additional Records for Colocated Marijuana Operations (CMO)**

Sira will maintain the following records as required in 935 CMR 502.000

- A plan for maintaining records, including plans for separating financial records for adult-use products to ensure compliance with the applicable tax laws;
- On a quarterly basis, Sira will submit to the Commission an inventory plan to reserve a sufficient quantity and variety of medical-use products for registered patients, based on reasonably anticipated patient needs as documented by sales records over the preceding six months.
  - On each occasion that the supply of any product within the reserved patient supply is exhausted and a reasonable substitution cannot be made, Sira will submit a report to the Commission in a form determined by the Commission.
  - Sira will perform audits of patient supply available on a weekly basis and retain these records for a period of six months.

### **Patient Records**

A patient record will be established and maintained for each qualifying patient who obtains marijuana from the dispensary. All entries made to the qualifying patient record will be dated (date and time) and signed (electronically) by the authorized dispensary agent making the entry and will include the dispensary agent identification number. An entry within the patient record will be made to reflect each purchase, denial of sale, and educational materials provided. This data will also be analyzed to monitor the performance of the dispensary and improve the variety of services offered.

All systems accessed by dispensary agents will be password protected. A record will be kept of all logins and records created or edited during that login time. Any paper documents that require retention will be stored in a locked cabinet with access limited to the Dispensary Manger and Executive Management Team. Any hard-copy information not stored will be shredded and disposed of in a secure receptacle.

### **Incident Reporting**

Sira will immediately notify appropriate law enforcement authorities and the Commission within 24 hours after discovering any loss or unauthorized alteration of records related to marijuana, registered qualifying patients, personal caregivers, or MTC agents.

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.



## 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



## **ENERGY PLAN-Retail**

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.

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 retail 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.



## 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 Commission.

Sira will only process the leaves and flowers of the female marijuana plant in a safe and sanitary manner as prescribed below:

- Well cured and generally free of seeds and stems;
- Free of dirt, sand, debris, and other foreign matter;
- Free of contamination by mold, rot, other fungus, and bacterial diseases;
- Prepared and handled on food-grade stainless steel tables; and
- Packaged in a secure area pursuant to 935 CMR 500.105(3)

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.

### **Sanitation**

Sira’s Retail Marijuana facility will be designed and constructed with sanitation in mind.

All product contact surfaces will be smooth, durable, non-porous and easily cleanable.

- The walls, ceiling and floors of all storage and packaging areas will be constructed of materials that are smooth, durable and can be adequately kept clean and in good repair.
  - There will be coving at base junctures that is compatible with both wall and floor coverings. The coving should provide at least 1/4-inch radius and 4" in height.
  - The Retail Manager will prepare a cleaning and sanitation checklist for the staff to that cleaning and sanitation is performed in a consistent and satisfactory manner.
  - All contact surfaces, will be maintained, cleaned, and sanitized as frequently as necessary to protect against contamination.
- The facility will provide sufficient space for the placement of equipment and storage

of materials as is necessary for the maintenance of sanitary operations and the sale of safe marijuana products.

- Lighting and Light Fittings - Shatter-proof or safety-type light bulbs, fixtures, or other glass is used where lighting is suspended over retail or storage areas or otherwise protect against marijuana product contamination in case of glass breakage.
  - Suspended lighting is constructed from non-corrodible and cleanable assemblies.
  - All light bulbs used in the production, processing and storage areas are shatterproof and/or protected with plastic covers.
  - Adequate safety lighting in all areas.
- Buildings, fixtures, and other physical facilities will be constructed in such a manner that allow them to be maintained in a sanitary condition.
- Litter and waste will be properly removed so as to minimize the development of odor and the potential for the waste attracting and harboring pests.
- Product Preparation Surfaces (stainless steel tables, scale surfaces and utensils) will be cleaned and sanitized as frequently as necessary to protect against contamination, using a sanitizing agent registered by the US Environmental Protection Agency (EPA), in accordance with labeled instructions.
  - Pre-scrape surface to remove any soils.
  - Wash surface with recommended strength solution of pot & pan detergent.
  - Rinse with water and wipe dry.
  - Using trigger sprayer bottle and a different wiping cloth, applying hydrogen peroxide.
  - Per label directions, use appropriate test papers to determine correct concentration of the sanitizer solution. Surfaces must remain wet for 60 seconds.
  - Allow to air dry.
- Hand-washing facilities will be adequate and convenient and shall be furnished with running water at a suitable temperature.
  - Located in the packaging area and where good sanitary practices require employees to wash and sanitize their hands.
  - Provide effective hand-cleaning and sanitizing preparations and sanitary towel service or suitable drying devices.
- Each of the facilities water supply comes from the municipal water supply and is sufficient for necessary operations.
- The facilities plumbing will be of adequate size and design, and adequately installed and maintained to carry sufficient quantities of water to required locations throughout the facility.
  - Plumbing shall properly convey sewage and liquid disposable waste from the facility.
  - There will be no cross-connections between the potable and wastewater lines;
- The facility will provide its employees with adequate, readily accessible toilet

facilities that will be maintained in a sanitary condition and in good repair.

- All storage areas will be constructed in a manner that will protect its contents against physical, chemical, and microbial contamination as well as against deterioration of marijuana products or their containers.

### **Contamination Control**

- Training
  - All employees will be trained on pest prevention, pest management, pest detection, and pest treatments.
- Handling and storage of marijuana product or marijuana plant waste
  - All marijuana plant waste will be placed in the sealed “Marijuana Waste” container.
    - This container must impervious and covered.
  - All marijuana waste will be stored in the waste room in sealed containers until disposal.
- Handling and storage of non-marijuana waste.
  - All non-marijuana waste will be placed into the appropriate impervious covered waste receptacles.
    - Recyclable
    - Organic
    - Solid waste
  - At the end of every day these containers will be emptied, and the contents removed from the building and placed in the appropriate secure containers to await pickup.
- All toxic materials including cleaning compounds, sanitizers, etc. will be stored in an area away from marijuana storage areas.
- Storage and transportation of finished products shall be under conditions that will protect them against physical, chemical, and microbial contamination.

### **Personnel**

All agents whose job includes contact with marijuana is subject to the requirements for food handlers specified in 105 CMR 300.000.

- Any employee or contractor who, by medical examination or supervisory observation, is shown to have, or appears to have, any disease transmissible through food, an illness, open lesion, including boils, sores, or infected wounds, or any other abnormal source of microbial contamination shall be excluded from any operations which may be expected to result in contamination of the facility or others until the condition is corrected. Personnel shall be instructed to report such health conditions to their supervisors.
  - Any manager, when he or she knows or has reason to believe that an employee has contracted any disease transmissible through food or has become a carrier of such disease, or any disease listed in 105 CMR 300.200(A) will report the same immediately by email to the Local Board of Health.
  - Sira will voluntarily comply with any and all isolation and/or quarantine orders

issued by the Local Board of Health or the Department of Public Health.

- Sira Agents must report any flu-like symptoms, diarrhea, and/or vomiting to their supervisor. Employees with these symptoms will be sent home with the exception of symptoms from a noninfectious condition.
- All Sira Agents shall conform to sanitary practices while on duty, including.
  - Maintain adequate personal cleanliness:

#### Grooming:

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

#### Proper Attire:

- Wear appropriate clothing – clean uniform with sleeves and clean non-skid close-toed work shoes (or tennis shoes) that are comfortable for standing and working on floors that can be slippery.

#### Cuts, Abrasions, and Burns:

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

#### Smoking, eating, and gum chewing:

- Sira facility is a smoke free facility. No smoking or chewing tobacco shall occur on the premises.
- Eat and drink in designated areas only.

- Refrain from chewing gum or eating candy during work.

### **Training**

Sira will provide training and training opportunities to all of its employees. In addition to required training, Sira will encourage advanced training to packaging agents in the areas of Good Manufacturing Practices and HACCP.

- All employees will be trained on Sanitation Procedures prior to or during the first day of employment.
  - Include basic product safety training as part of new employee orientation.
  - The sanitation requirements in 105 CMR 500.000: Good Manufacturing Practices for Food;
  - The sanitation requirements in 105 CMR 590.000: Minimum Sanitation Standards for Food Establishments; and
  - The requirements for food handlers specified in 105 CMR 300.000: Reportable Diseases, Surveillance, and Isolation and Quarantine Requirements
- Employees engaging in the packaging will be trained and certified in;
  - A nationally accredited Food Handler Program (i.e., ServSafe)
- Use outside resources, such as Extension specialists, vendors, health department inspectors, or qualified trainers to provide GMP, Sanitation and HACCP training.
- Observe staff to ensure they demonstrate plant safety knowledge each day in the workplace.
- Document the content of all training sessions and attendance.



## **Policy for Separating Recreational from Medical Operations**

Sira is committed to being compliant with all regulations and any other requirements or sub-regulatory guidance issued by the Massachusetts Cannabis Control Commission (“CNB” or “the Commission”) and any other requirements or sub-regulatory guidance issued by any other regulatory agency.

To clearly and concisely outline our plan to continue to dispense marijuana and marijuana products to qualifying patients and their caregivers and once licensed, to consumers in the recreational market as a Licensed Marijuana Retailer.

### **Purpose**

The purpose of this plan is to outline the responsibilities of the Company, the Company’s management team and Agents to ensure specific, methodical, and consistent compliance of the Regulations and to ensure that there is separation between medical use of marijuana operations and recreational marijuana operations are in compliance with all regulations and laws.

### **General Requirements**

As a Colocated Marijuana Operations (“CMO”) Sira will comply with the requirements for physical and virtual separation of medical-use and adult use marijuana and marijuana products

Sira will implement procedures for virtual, i.e., electronic, separation of medical-use and adult-use marijuana, MIPs, and marijuana products subject to Commission approval. Sira will use of plant or package tags in the Seed-to-sale SOR (“METRC”) for this separation.

Sira will attach plant tags to all marijuana clones and plants and attach package tags to all finished marijuana, MIPs and marijuana products and enter any remaining inventory, including seeds, into METRC.

### **Patient Supply**

Sira will ensure access to a sufficient quantity and variety of Marijuana Products, including Marijuana, for Patients registered under 935 CMR 501.000.

- During the first 6 months of operation, Sira will reserve 35% of our Marijuana Products for patient sales.
- Once we have been open and dispensing for a period of six months or longer, Sira will maintain a quantity and variety of Marijuana Products for Patients registered under 935 CMR 501.000, sufficient to meet the demand indicated by an analysis of sales data collected by the Licensee during the preceding six months in accordance with 935 CMR 500.140(5): Recording Sales and 935 CMR 501.140(5).

Marijuana products reserved for patient supply shall, unless unreasonably impracticable, reflect the actual types and strains of Marijuana Products documented during the previous six months. If a substitution shall be made, the substitution shall reflect as closely as possible the type and strain no longer available.

On a biennial basis, Sira will submit to the Commission an inventory plan to reserve a sufficient quantity and variety of medical use Marijuana Products for Registered Qualifying Patients, based on reasonably anticipated patient needs as documented by sales records over the preceding six months. On each occasion that the supply of any product within the reserved patient supply is exhausted and a reasonable substitution cannot be made, Sira will submit a report to the Commission in a form determined by the Commission.

Marijuana Products reserved for patient supply will be either maintained on-site at the retailer or easily accessible at another location operated by Sira and transferable to the retailer location within 48 hours of notification that the on-site supply has been exhausted. Sira will perform audits of available patient supply on a weekly basis and retain those records for a period of six months.

Sira may transfer Marijuana Products reserved for medical-use to adult-use within a reasonable period of time prior to the date of expiration provided that the product does not pose a risk to health or safety.

### **Point of Sale**

As a Colocated Marijuana Operations (CMO) Sira will use best efforts to prioritize patient and caregiver identification verification and physical entry into its retail area.

- Sira will have one or more separate Point of Sale (“POS”) station(s) and lines reserved solely for medical marijuana sales to Qualifying Patients or their Personal Caregivers. These POS station will:
  - Be ADA compliant for wheelchair and scooter access.
  - Be clearly marked that the POS station is for medical sales only
  - Be physically separated from the other POS stations with the use of semi-permanent stanchions with ropes or belts that create a physical barrier between medical and adult sales.
    - The stanchion and rope system will also create a separate line for patients and caregivers and will be clearly marked with a sign stating that these POS stations are for medical sales only.
  - The other POS stations will be clearly marked by signage stating that these lines and POS stations are for all sales, including medical.
  - Our patient marketing and patient/consumer education materials will also state that medical sales may be done at any POS station and that the holder of a medical

registration card may use either line and shall not be limited only to the medical use line.

- The facility has an area that is separate from the sales floor that allows for confidential consultation. The Consultation Room will have signage that reads, “Consultation Area” and will be accessible by a Qualifying Patient or caregiver without having to traverse a Limited Access Area.
- Virtual Separation of medical and adult sales will happen at the POS station. Sira POS System will be equipped to track medical and adult sales internally.
  - For each transaction Sira sales agent will ask each customer if there are any medical marijuana sales that will be completed.
    - If the answer is no, the sales agent will re-verify the customers age by checking the customers government issued ID card and entering the entire order as adult use and taxed and recorded appropriately.
    - If the customer states that medical sales are included, the Sales Agent will request the Patient Registration Card issued by the Commission and their second form of identification.
      - The Sales agent will enter the patient/caregiver information through the Commission-supported databases and verify the patient/caregiver registration is valid and that the patients 60-day supply has not been reached.
      - The sales agent will fill the patient/caregiver order and ask which items are for medical use.
        - If all items are for medical use the sales agent will first enter the amounts of marijuana purchased into the CNB interoperable database and ensure that the amount does not exceed the patients 60-day supply.
        - The order will be entered into the POS System. For each item or stock keeping unit (“SKU”) the sales agent will designate it as medical sales and the system will record it as such and not tax the transaction
        - If only some of the items are for medical use the sales agent will first enter the amounts of marijuana purchased into the Commission-supported database and ensure that the amount does not exceed the patients 60-day supply.
          - The sales agent will then verify that the patient is at least 21 years of age by checking the government

issued identification. If the patient is under 21 years of age, no adult use products may be sold

- The order will be entered into the POS System. For each item or SKU the patient/caregiver designates as medical use the sales agent will designate it as medical sales and the system will record it as such and not tax the item(s). For items or SKU's identified as adult use (and the patient is 21 years of age or older) these items will be entered into the POS system and taxed accordingly.
- At the end of each business day a report will be generated by the POS system that includes the data of all sales, medical and adult use. This report will be compared against the transaction data in the Metrc system and the Commission-supported database to ensure all medical and adult sales are correct.
- Sira will not sell to an individual more than one ounce of marijuana or five grams of marijuana concentrate per transaction.

### **Patients under the age of 21**

Registered, Qualifying patients may be under the age of 21 and will require access to marijuana for medical use. Sira is will not restrict access to our products to patients of any age so long as they are registered with the Commission.

While we do not expect a large number of patients who are under the age of 21 we are committed to giving them access to our products while also making sure that these patients cannot access products that are intended for adult use.

No customer will have direct access to marijuana products except at point of sale. All marijuana products are stored in locked cabinets behind the POS counter.

- Registered Patients under the age of 21 will be admitted into our facility only if the individual is 18 years of age or older and produces an active patient registration card issued by the Commission or the Commission. If the individual is younger than 18 years old, he or she shall not be admitted unless they produce an active patient registration card and they are accompanied by their personal caregiver with an active patient registration card.
  - In addition to the active patient registration card, registered qualifying patients 18 years of age and older and personal caregivers must also produce proof of identification.
- In any case where a patient that is under the age of 21, Sira agent that determines the patient is under 21 years of age will notify the sales manager of this fact.

- The sales manager and the security agent will monitor the patient throughout the facility.
  - The Sales Agent or designee will offer personal assistance to the patient and/or caregiver while they are inside the facility.
  - At the POS Station the sales manager will notify the sales agent that the patient is under 21 to ensure that only medical sales occur.



## 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.