



Massachusetts Cannabis Control Commission

Marijuana Retailer

General Information:

License Number: MR284210
Original Issued Date: 02/14/2023
Issued Date: 02/14/2023
Expiration Date: 02/14/2024

ABOUT THE MARIJUANA ESTABLISHMENT

Business Legal Name: Sanctuary Medicinals, Inc.

Phone Number: 646-573-3462
Email Address: jsidman@sanctuarymed.com

Business Address 1: 130 Commerce Way	Business Address 2:	
Business City: Woburn	Business State: MA	Business Zip Code: 01801
Mailing Address 1: 234 Taylor Street	Mailing Address 2:	
Mailing City: Littleton	Mailing State: MA	Mailing Zip Code: 01460

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: RPA201958

RMD INFORMATION

Name of RMD: Sanctuary Medicinals, Inc.
Department of Public Health RMD Registration Number: 030
Operational and Registration Status: Obtained Final Certificate of Registration and is open for business in Massachusetts
To your knowledge, is the existing RMD certificate of registration in good standing?: yes
If no, describe the circumstances below:

PERSONS WITH DIRECT OR INDIRECT AUTHORITY

Person with Direct or Indirect Authority 1

Percentage Of Ownership:	Percentage Of Control: 33.3	
Role: Executive / Officer	Other Role: President, Director, Treasurer, CEO	
First Name: Jason	Last Name: Sidman	Suffix:

Gender: Male User Defined Gender:
What is this person's race or ethnicity?: White (German, Irish, English, Italian, Polish, French)
Specify Race or Ethnicity:

Person with Direct or Indirect Authority 2

Percentage Of Ownership: Percentage Of Control: 33.3
Role: Director Other Role: Secretary, Director
First Name: Michael Last Name: Wilmoth Suffix:
Gender: Male User Defined Gender:
What is this person's race or ethnicity?: White (German, Irish, English, Italian, Polish, French)
Specify Race or Ethnicity:

Person with Direct or Indirect Authority 3

Percentage Of Ownership: Percentage Of Control: 33.3
Role: Director Other Role:
First Name: David Last Name: Syrek Suffix:
Gender: Male User Defined Gender:
What is this person's race or ethnicity?: White (German, Irish, English, Italian, Polish, French)
Specify Race or Ethnicity:

ENTITIES WITH DIRECT OR INDIRECT AUTHORITY

Entity with Direct or Indirect Authority 1

Percentage of Control: 100 Percentage of Ownership: 100
Entity Legal Name: Premier Healthcare Group LLC Entity DBA: DBA
City:
Entity Description: Limited Liability Company
Foreign Subsidiary Narrative:
Entity Phone: 646-573-3462 Entity Email: Entity Website:
jweaver@sanctuarymed.com
Entity Address 1: 125 Summer Street Entity Address 2:
Entity City: Boston Entity State: MA Entity Zip Code: 02110
Entity Mailing Address 1: 234 Taylor Street Entity Mailing Address 2:
Entity Mailing City: Littleton Entity Mailing State: MA Entity Mailing Zip Code:
01460
Relationship Description: Premier Healthcare Group LLC is the immediate owner of Sanctuary Medicinals, Inc.

Entity with Direct or Indirect Authority 2

Percentage of Control: 54 Percentage of Ownership: 54
Entity Legal Name: PHG, LLC Entity DBA: DBA
City:
Entity Description: Managing Entity
Foreign Subsidiary Narrative:
Entity Phone: 646-573-3462 Entity Email: Entity Website:
jweaver@sanctuarymed.com
Entity Address 1: 125 Summer Street Entity Address 2:
Entity City: Boston Entity State: MA Entity Zip Code: 02110

Entity Mailing Address 1: 234 Taylor Street

Entity Mailing Address 2:

Entity Mailing City: Littleton

Entity Mailing State: MA

Entity Mailing Zip Code:

01460

Relationship Description: PHG, LLC is the managing entity of Premier Healthcare Group LLC

The other 46% are held by Class B, C, or D shareholders, none of whom own 10% or more of Premier.

CLOSE ASSOCIATES AND MEMBERS

Close Associates or Member 1

First Name: Michael

Last Name: Allen

Suffix:

Describe the nature of the relationship this person has with the Marijuana Establishment: Chief of Security

Close Associates or Member 2

First Name: Nicholas

Last Name: Satmary

Suffix:

Describe the nature of the relationship this person has with the Marijuana Establishment: Director of Operations

Close Associates or Member 3

First Name: Joshua

Last Name: Weaver

Suffix:

Describe the nature of the relationship this person has with the Marijuana Establishment: Chief Financial Officer

CAPITAL RESOURCES - INDIVIDUALS

No records found

CAPITAL RESOURCES - ENTITIES

Entity Contributing Capital 1

Entity Legal Name: Sanctuary Medicinals, Inc.

Entity DBA:

Email: josh.m.weaver@gmail.com Phone: 646-573-3462

Address 1: 234 Taylor Street

Address 2:

City: Littleton

State: MA

Zip Code: 01460

Types of Capital: Monetary/Equity Other Type of Capital: Total Value of Capital Provided: \$100000 Percentage of Initial Capital: 100

Capital Attestation: Yes

BUSINESS INTERESTS IN OTHER STATES OR COUNTRIES

Business Interest in Other State 1

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

Owner First Name: Jason

Owner Last Name: Sidman

Owner Suffix:

Entity Legal Name: Sanctuary ATC

Entity DBA:

Entity Description: Medical cannabis operator in New Hampshire

Entity Phone:

Entity Email:

Entity Website:

603-401-7813

jsidman@sanctuarymed.com

Entity Address 1: 568 Tenney Mountain Hwy

Entity Address 2:

Entity City: Plymouth

Entity State: NH

Entity Zip Code: 03264

Entity Country: United States

Entity Mailing Address 1: 568 Tenney Mountain Hwy

Entity Mailing Address 2:

Entity Mailing City:

Entity Mailing State: NH

Entity Mailing Zip Code:

Entity Mailing Country: United

Plymouth

03264

States

Business Interest in Other State 2

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

Date generated: 03/02/2023

Page: 3 of 11

Owner First Name: Jason **Owner Last Name:** Sidman **Owner Suffix:**
Entity Legal Name: Sanctuary Medicinals LLC **Entity DBA:**
Entity Description: Medical cannabis operator in Florida
Entity Phone: 603-401-7813 **Entity Email:** jsidman@sanctuarymed.com **Entity Website:**
Entity Address 1: 5381 International Drive **Entity Address 2:**
Entity City: Orlando **Entity State:** FL **Entity Zip Code:** 32819 **Entity Country:** United States
Entity Mailing Address 1: 251 East Keene Road **Entity Mailing Address 2:**
Entity Mailing City: Apopka **Entity Mailing State:** FL **Entity Mailing Zip Code:** 32703 **Entity Mailing Country:** United States

Business Interest in Other State 3

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

Owner First Name: Jason **Owner Last Name:** Sidman **Owner Suffix:**
Entity Legal Name: Sanctuary Medicinals LLC **Entity DBA:**
Entity Description: Retail licensee in New Jersey
Entity Phone: 603-401-7813 **Entity Email:** jsidman@sanctuarymed.com **Entity Website:**
Entity Address 1: 60 Walnut Avenue **Entity Address 2:** Suite 400
Entity City: Clark **Entity State:** NJ **Entity Zip Code:** 07066 **Entity Country:** USA
Entity Mailing Address 1: 60 Walnut Avenue **Entity Mailing Address 2:** Suite 400
Entity Mailing City: Clark **Entity Mailing State:** NJ **Entity Mailing Zip Code:** 07066 **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: Joshua **Owner Last Name:** Weaver **Owner Suffix:**
Entity Legal Name: Sanctuary ATC **Entity DBA:**
Entity Description: Medical cannabis operator in New Hampshire
Entity Phone: 646-573-3462 **Entity Email:** jweaver@sanctuarymed.com **Entity Website:**
Entity Address 1: 568 Tenney Mountain Highway **Entity Address 2:**
Entity City: Plymouth **Entity State:** NH **Entity Zip Code:** 03264 **Entity Country:** United States
Entity Mailing Address 1: 568 Tenney Mountain Highway **Entity Mailing Address 2:**
Entity Mailing City: Plymouth **Entity Mailing State:** NH **Entity Mailing Zip Code:** 03264 **Entity Mailing Country:** United States

Business Interest in Other State 5

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

Owner First Name: Joshua **Owner Last Name:** Weaver **Owner Suffix:**
Entity Legal Name: Sanctuary Medicinals LLC **Entity DBA:**
Entity Description: Medical cannabis operator in Florida
Entity Phone: 646-573-3462 **Entity Email:** jweaver@sanctuarymed.com **Entity Website:**
Entity Address 1: 5381 International Drive **Entity Address 2:**
Entity City: Orlando **Entity State:** FL **Entity Zip Code:** 32819 **Entity Country:** United States

Entity Mailing Address 1: 5381 International Drive
Entity Mailing City: Orlando
Entity Mailing State: FL
Entity Mailing Zip Code: 32819
Entity Mailing Country: United States

Business Interest in Other State 6

Business Interest of an Owner or the Marijuana Establishment: Business Interest of an Owner
Owner First Name: Joshua
Owner Last Name: Weaver
Owner Suffix:
Entity Legal Name: Sanctuary Medicinals LLC
Entity Description: Retail licensee in New Jersey
Entity DBA:
Entity Phone: 646-573-3462
Entity Email: jweaver@sanctuarymed.com
Entity Website:
Entity Address 1: 60 Walnut Avenue
Entity Address 2: Suite 400
Entity City: Clark
Entity State: NJ
Entity Zip Code: 07066
Entity Country: United States
Entity Mailing Address 1: 60 Walnut Avenue
Entity Mailing Address 2: Suite 400
Entity Mailing City: Clark
Entity Mailing State: NJ
Entity Mailing Zip Code: 07066
Entity Mailing Country: United States

DISCLOSURE OF INDIVIDUAL INTERESTS

Individual 1

First Name: Jason
Last Name: Sidman
Suffix:
Marijuana Establishment Name: Sanctuary Medicinals, Inc.
Business Type: Marijuana Cultivator
Marijuana Establishment City: Littleton
Marijuana Establishment State: MA

Individual 2

First Name: Jason
Last Name: Sidman
Suffix:
Marijuana Establishment Name: Sanctuary Medicinals, Inc.
Business Type: Marijuana Product Manufacture
Marijuana Establishment City: Littleton
Marijuana Establishment State: MA

Individual 3

First Name: Jason
Last Name: Sidman
Suffix:
Marijuana Establishment Name: Sanctuary Medicinals, Inc.
Business Type: Marijuana Retailer
Marijuana Establishment City: Gardner
Marijuana Establishment State: MA

Individual 4

First Name: Jason
Last Name: Sidman
Suffix:
Marijuana Establishment Name: Sanctuary Medicinals, Inc.
Business Type: Marijuana Retailer
Marijuana Establishment City: Brookline
Marijuana Establishment State: MA

Individual 5

First Name: Michael
Last Name: Wilmoth
Suffix:
Marijuana Establishment Name: Sanctuary Medicinals, Inc.
Business Type: Marijuana Cultivator
Marijuana Establishment City: Littleton
Marijuana Establishment State: MA

Individual 6

First Name: Michael
Last Name: Wilmoth
Suffix:
Marijuana Establishment Name: Sanctuary Medicinals, Inc.
Business Type: Marijuana Product Manufacture
Marijuana Establishment City: Littleton
Marijuana Establishment State: MA

Marijuana Establishment City: Brookline Marijuana Establishment State: MA

Individual 17

First Name: Nicholas Last Name: Satmary Suffix:
Marijuana Establishment Name: Sanctuary Medicinals, Inc. Business Type: Marijuana Cultivator
Marijuana Establishment City: Littleton Marijuana Establishment State: MA

Individual 18

First Name: Nicholas Last Name: Satmary Suffix:
Marijuana Establishment Name: Sanctuary Medicinals, Inc. Business Type: Marijuana Product Manufacture
Marijuana Establishment City: Littleton Marijuana Establishment State: MA

Individual 19

First Name: Nicholas Last Name: Satmary Suffix:
Marijuana Establishment Name: Sanctuary Medicinals, Inc. Business Type: Marijuana Retailer
Marijuana Establishment City: Gardner Marijuana Establishment State: MA

Individual 20

First Name: Nicholas Last Name: Satmary Suffix:
Marijuana Establishment Name: Sanctuary Medicinals, Inc. Business Type: Marijuana Retailer
Marijuana Establishment City: Brookline Marijuana Establishment State: MA

Individual 21

First Name: Michael Last Name: Allen Suffix:
Marijuana Establishment Name: Sanctuary Medicinals, Inc. Business Type: Marijuana Cultivator
Marijuana Establishment City: Littleton Marijuana Establishment State: MA

Individual 22

First Name: Michael Last Name: Allen Suffix:
Marijuana Establishment Name: Sanctuary Medicinals, Inc. Business Type: Marijuana Product Manufacture
Marijuana Establishment City: Littleton Marijuana Establishment State: MA

Individual 23

First Name: Michael Last Name: Allen Suffix:
Marijuana Establishment Name: Sanctuary Medicinals, Inc. Business Type: Marijuana Retailer
Marijuana Establishment City: Gardner Marijuana Establishment State: MA

Individual 24

First Name: Michael Last Name: Allen Suffix:
Marijuana Establishment Name: Sanctuary Medicinals, Inc. Business Type: Marijuana Retailer
Marijuana Establishment City: Brookline Marijuana Establishment State: MA

Individual 25

First Name: Michael Last Name: Allen Suffix:
Marijuana Establishment Name: Cannabis LLC Business Type: Other
Marijuana Establishment City: Worcester Marijuana Establishment State: MA

Individual 26

First Name: Michael Last Name: Allen Suffix:
Marijuana Establishment Name: Cannabis LLC Business Type: Other

Marijuana Establishment City: Worcester

Marijuana Establishment State: MA

MARIJUANA ESTABLISHMENT PROPERTY DETAILS

Establishment Address 1: 130 Commerce Way

Establishment Address 2:

Establishment City: Woburn

Establishment Zip Code: 01801

Approximate square footage of the establishment: 3850

How many abutters does this property have?: 10

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
Plan to Remain Compliant with Local Zoning	Sanctuary_Plan to Remain Compliant with Local Zoning.pdf	pdf	63534e92cb5f040007bd24c0	10/21/2022
Community Outreach Meeting Documentation	Sanctuary_Woburn_COM Attestation.pdf	pdf	6355f442a311610008a7be72	10/23/2022
Certification of Host Community Agreement	Cannabis Control Commission Certification Form.pdf	pdf	6356a0efbd58f900086b6396	10/24/2022

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	LPP Thank You Letter - Gardner 2022.pdf	pdf	635828d2a311610008aa8a09	10/25/2022
Other	Sanctuary_LTLC Confirmation Letter.pdf	pdf	637cf73d52253500082e98bc	11/22/2022
Plan for Positive Impact	Sanctuary_Positive Impact Plan.pdf	pdf	637cf749a0fd020008c31305	11/22/2022

ADDITIONAL INFORMATION NOTIFICATION

Notification:

INDIVIDUAL BACKGROUND INFORMATION

Individual Background Information 1

Role: Executive / Officer

Other Role:

First Name: Jason

Last Name: Sidman Suffix:

RMD Association: RMD Owner

Background Question: no

Individual Background Information 2

Role: Director

Other Role:

First Name: Nicholas

Last Name: Satmary Suffix:

RMD Association: RMD Manager

Background Question: no

Individual Background Information 3

Role: Executive / Officer Other Role:
First Name: Joshua Last Name: Weaver Suffix:
RMD Association: RMD Owner
Background Question: no

Individual Background Information 4

Role: Manager Other Role:
First Name: Michael Last Name: Allen Suffix:
RMD Association: RMD Manager
Background Question: no

Individual Background Information 5

Role: Director Other Role:
First Name: Michael Last Name: Wilmoth Suffix:
RMD Association: RMD Owner
Background Question: no

Individual Background Information 6

Role: Director Other Role:
First Name: David Last Name: Syrek Suffix:
RMD Association: RMD Owner
Background Question: no

ENTITY BACKGROUND CHECK INFORMATION

Entity Background Check Information 1

Role: Parent Company Other Role:
Entity Legal Name: Premier Healthcare Group LLC Entity DBA:
Entity Description: Limited Liability Company
Phone: 646-573-3462 Email: jweaver@sanctuarymed.com
Primary Business Address 1: 125 Summer Street Primary Business Address 2:
Primary Business City: Boston Primary Business State: MA Principal Business Zip Code: 02110
Additional Information: Premier Healthcare Group LLC is the immediate owner of Sanctuary Medicinals, Inc.

Entity Background Check Information 2

Role: Parent Company Other Role: Managing Entity
Entity Legal Name: PHG, LLC Entity DBA:
Entity Description: Managing Entity
Phone: 646-573-3462 Email: jweaver@sanctuarymed.com
Primary Business Address 1: 125 Summer Street Primary Business Address 2:
Primary Business City: Boston Primary Business State: MA Principal Business Zip Code: 02110
Additional Information: PHG, LLC is the managing entity of Premier Healthcare Group LLC

MASSACHUSETTS BUSINESS REGISTRATION

Required Business Documentation:

Table with 5 columns: Document Category, Document Name, Type, ID, Upload Date

Department of Revenue - Certificate of Good standing	Good Standing DOR.pdf	pdf	634e09642bb69400086d1ebe	10/17/2022
Secretary of Commonwealth - Certificate of Good Standing	secretary of comm.pdf	pdf	634e096776c666000829bc98	10/17/2022
Department of Unemployment Assistance - Certificate of Good standing	Cert of Compliance MA Unemployment.pdf	pdf	634e09692bb69400086d1ed2	10/17/2022
Bylaws	Sanctuary Medicinals - By-laws.pdf	pdf	634ed3b7eb79830009f643f0	10/18/2022
Articles of Organization	Sanctuary_Articles of Entity Conversion.pdf	pdf	634ef780eb79830009f6b4c2	10/18/2022

No documents uploaded

Massachusetts Business Identification Number: 001335444

Doing-Business-As Name:

DBA Registration City:

BUSINESS PLAN

Business Plan Documentation:

Document Category	Document Name	Type	ID	Upload Date
Proposed Timeline	Sanctuary_Proposed Timeline_Woburn.pdf	pdf	635339139962490008c70c50	10/21/2022
Plan for Liability Insurance	Sanctuary_Plan for Obtaining Liability Insurance.pdf	pdf	635339b2cb5f040007bd1c1d	10/21/2022
Business Plan	Sanctuary_Business Plan.pdf	pdf	637668965225350008289e62	11/17/2022

OPERATING POLICIES AND PROCEDURES

Policies and Procedures Documentation:

Document Category	Document Name	Type	ID	Upload Date
Security plan	SM_Security Plan.pdf	pdf	634f21f116e72e0008cd0367	10/18/2022
Prevention of diversion	SM_Prevention of Diversion.pdf	pdf	634f21f916e72e0008cd0381	10/18/2022
Storage of marijuana	SM_Storage of Marijuana.pdf	pdf	634f2201eb79830009f710ee	10/18/2022
Quality control and testing	SM_Quality Control and Testing.pdf	pdf	634f221b16e72e0008cd03a9	10/18/2022
Personnel policies including background checks	SM_Personnel Policies Including Background Checks.pdf	pdf	634f222416e72e0008cd03db	10/18/2022
Record Keeping procedures	SM_Recordkeeping Procedures.pdf	pdf	634f222b16e72e0008cd03ef	10/18/2022
Maintaining of financial records	SM_Maintaining of Financial Records.pdf	pdf	634f223216e72e0008cd0409	10/18/2022
Qualifications and training	SM_Qualifications and Training.pdf	pdf	634f2238eb79830009f71131	10/18/2022
Energy Compliance Plan	SM_Energy Compliance Plan.pdf	pdf	634f223d16e72e0008cd041d	10/18/2022
Plan for obtaining marijuana or marijuana products	Sanctuary_Plan for Obtaining Marijuana or Marijuana Products.pdf	pdf	63764c4fa0fd020008bcd0f7	11/17/2022
Separating recreational from medical operations, if applicable	Sanctuary_Plan for Separating Recreational from Medical Operations.pdf	pdf	63764c8ca0fd020008bcd177	11/17/2022
Transportation of marijuana	Sanctuary_Transportation of Marijuana.pdf	pdf	63764cb45225350008284bd7	11/17/2022
Inventory procedures	Sanctuary_Inventory Procedures.pdf	pdf	63764ccba0fd020008bcd217	11/17/2022

Restricting Access to age 21 and older	Sanctuary_Plan for Restricting Access to Age 21 and Older.pdf	pdf	63764d025225350008284c9b	11/17/2022
Dispensing procedures	Sanctuary_Dispensing Procedures.pdf	pdf	63764d19a0fd020008bcd2b0	11/17/2022
Diversity plan	Sanctuary_Diversity Plan.pdf	pdf	637652c6a0fd020008bcece6	11/17/2022

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

Monday From: 10:00 AM	Monday To: 7:00 PM
Tuesday From: 10:00 AM	Tuesday To: 7:00 PM
Wednesday From: 10:00 AM	Wednesday To: 7:00 PM
Thursday From: 10:00 AM	Thursday To: 9:00 PM
Friday From: 10:00 AM	Friday To: 9:00 PM
Saturday From: 10:00 AM	Saturday To: 9:00 PM
Sunday From: 11:00 AM	Sunday To: 4:00 PM



PLAN TO REMAIN COMPLIANT WITH LOCAL ZONING

Sanctuary Medicinals, Inc. (“Sanctuary”) will remain compliant at all times with the local zoning requirements set forth in the Woburn’s Zoning Ordinance. In accordance with Zoning Ordinance Section 5.1, Sanctuary’s proposed Marijuana Retailer is located in the Industrial Park 2 Zoning District designated for Marijuana Retailers.

In compliance with 935 CMR 500.110(3), the property is not located within 500 feet of a pre-existing public or private school providing education in kindergarten or any of grades 1 through 12.

As required by the Woburn Zoning Code, Sanctuary will apply for a Special Permit from the City Council. Any such Special Permit received by Sanctuary will lapse within two (2) years excluding time required to pursue or await the determination of an appeal, from the grant thereof, if a substantial use has not sooner commenced or if construction has not been begun.

Sanctuary will apply for any other local permits required to operate a Marijuana Retailer at the proposed location. Sanctuary will comply with all conditions and standards set forth in any local permit required to operate a Marijuana Retailer at Sanctuary’s proposed location.

Sanctuary has already attended several meetings with various municipal officials and boards to discuss Sanctuary’s plans for a proposed Marijuana Retailer and has executed a Host Community Agreement with Woburn. Sanctuary will continue to work cooperatively with various municipal departments, boards, and officials to ensure that Sanctuary’s Marijuana Retailer remains compliant with all local laws, regulations, rules, and codes with respect to design, construction, operation, and security.

Community Outreach Meeting Attestation Form

Instructions

Community Outreach Meeting(s) are a requirement of the application to become a Marijuana Establishment (ME) and Medical Marijuana Treatment Center (MTC). 935 CMR 500.101(1), 500.101(2), 501.101(1), and 501.101(2). The applicant must complete each section of this form and attach all required documents as a single PDF document before uploading it into the application. If your application is for a license that will be located at more than one (1) location, and in different municipalities, applicants must complete two (2) attestation forms – one for each municipality. Failure to complete a section will result in the application not being deemed complete. Please note that submission of information that is “misleading, incorrect, false, or fraudulent” is grounds for denial of an application for a license pursuant to 935 CMR 500.400(2) and 501.400(2).

Attestation

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

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



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

a. Date of publication:

b. Name of publication:

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

a. Date notice filed:

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

a. Date notice(s) mailed:

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

- a. The type(s) of ME or MTC to be located at the proposed address;
- b. Information adequate to demonstrate that the location will be maintained securely;
- c. Steps to be taken by the ME or MTC to prevent diversion to minors;
- d. A plan by the ME or MTC to positively impact the community; and
- e. Information adequate to demonstrate that the location will not constitute a nuisance as defined by law.

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



Name of applicant:

Name of applicant's authorized representative:

Signature of applicant's authorized representative:



SANCTUARY MEDICINALS, INC.

WOBURN COMMUNITY OUTREACH MEETING

Link: <https://1drv.ms/v/s!AkX72hm0rtOtgQXuvLaqsoC9JbFH?e=B2JYXI>

Attendees: 13

NOTICE OF COMMUNITY OUTREACH MEETING

Notice is hereby given that Sanctuary Medicinals, Inc. will hold a Virtual Community Outreach Meeting on **October 13, 2022** at **6:00 PM** to discuss incorporating adult use retail operations within its existing Medical Marijuana Treatment Center located at 130 Commerce Way, #1 in Woburn.

This Community Outreach Meeting will be held in accordance with the Massachusetts Cannabis Control Commission's applicable requirements set forth in M.G.L. ch. 94G and 935 CMR 500.000 *et seq.* A copy of the meeting presentation will be made available at least 24 hours prior to the meeting by emailing rebecca@vicentesederberg.com.

Interested members of the community will have the opportunity to ask questions and receive answers from company representatives about the proposed facility and operations. Questions can be submitted in advance by emailing rebecca@vicentesederberg.com or asked during the meeting.

Join Zoom Meeting:

<https://us06web.zoom.us/j/86857388222?pwd=cDJqeTAwcDZZZ2FrMndwNTFkU0hDQT09>

Zoom Meeting Telephone Dial In: 16465588656, 86857388222#, *297071# US (New York)

From: Rebecca Rutenberg <rebecca@vicentesederberg.com>
Date: Thursday, October 6, 2022 at 6:54 PM
To: lhiggins@cityofwoburn.com <lhiggins@cityofwoburn.com>
Cc: Jason Sidman <jsidman@sanctuarymed.com>, Josh Weaver <jweaver@sanctuarymed.com>
Subject: Sanctuary Medicinals, Inc. - Public Meeting Notice

Good evening,

Please find attached a public meeting informational notice on behalf of Sanctuary Medicinals, Inc. Should further information be required, please don't hesitate to ask.

Best,

Becca

Becca Rutenberg
Vice President
Northeast Markets + Business Intelligence
She/Her

Vicente Sederberg LLP
Prudential Tower
800 Boylston Street, 26th Floor
Boston, MA 02199
Cell: 610-675-5958
Rebecca@VicenteSederberg.com
VicenteSederberg.com

From: Rebecca Rutenberg <rebecca@vicentesederberg.com>

Date: Thursday, October 6, 2022 at 7:03 PM

To: dmearls@cityofwoburn.com <dmearls@cityofwoburn.com>

Cc: Jason Sidman <jsidman@sanctuarymed.com>, Josh Weaver <jweaver@sanctuarymed.com>

Subject: Sanctuary Medicinals, Inc. - Public Meeting Notice (Mayor's Office)

Good evening,

Please find attached a public meeting informational notice on behalf of Sanctuary Medicinals, Inc.

Should further information be required, please don't hesitate to ask.

Best,

Becca

Becca Rutenberg

Vice President

Northeast Markets + Business Intelligence

She/Her

Vicente Sederberg LLP

Prudential Tower

800 Boylston Street, 26th Floor

Boston, MA 02199

Cell: 610-675-5958

From: Rebecca Rutenberg <rebecca@vicentesederberg.com>
Date: Thursday, October 6, 2022 at 7:00 PM
To: tcassidy@cityofwoburn.com <tcassidy@cityofwoburn.com>
Cc: Josh Weaver <jweaver@sanctuarymed.com>, Jason Sidman <jsidman@sanctuarymed.com>
Subject: Sanctuary Medicinals, Inc. - Public Meeting Notice (Planning Board)

Good evening,

Please find attached a public meeting informational notice on behalf of Sanctuary Medicinals, Inc.

Should further information be required, please don't hesitate to ask.

Best,

Becca

Becca Rutenberg
Vice President
Northeast Markets + Business Intelligence
She/Her

Vicente Sederberg LLP
Prudential Tower
800 Boylston Street, 26th Floor
Boston, MA 02199
Cell: 610-675-5958

NOTICE OF COMMUNITY OUTREACH MEETING

Notice is hereby given that Sanctuary Medicinals, Inc. will hold a Virtual Community Outreach Meeting on **October 13, 2022** at **6:00 PM** to discuss incorporating adult use retail operations within its existing Medical Marijuana Treatment Center located at 130 Commerce Way, #1 in Woburn.

This Community Outreach Meeting will be held in accordance with the Massachusetts Cannabis Control Commission's applicable requirements set forth in M.G.L. ch. 94G and 935 CMR 500.000 *et seq.* A copy of the meeting presentation will be made available at least 24 hours prior to the meeting by emailing rebecca@vicentesederberg.com.

Interested members of the community will have the opportunity to ask questions and receive answers from company representatives about the proposed facility and operations. Questions can be submitted in advance by emailing rebecca@vicentesederberg.com or asked during the meeting.

Join Zoom Meeting:

<https://us06web.zoom.us/j/86857388222?pwd=cDJqeTAwcDZZZ2FrMndwNTFkU0hDQT09>

Zoom Meeting Telephone Dial In: 16465588656, 86857388222#, *297071# US (New York)

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Arlington, VA 22204

Certified Mail Fee \$4.00

Extra Services & Fees (check box, add fee to postage)

<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

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10/06/2022

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

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Mobern, TN 37919

Certified Mail Fee \$4.00

Extra Services & Fees (check box, add fee to postage)

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<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
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Mobern, TN 37919

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<input type="checkbox"/> Return Receipt (hardcopy)	\$0.00
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Mobern, TN 37919

Certified Mail Fee \$4.00

Extra Services & Fees (check box, add fee to postage)

<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
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Knottville, TN 37919

Certified Mail Fee \$4.00

Extra Services & Fees (check box, add fee to postage)

<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

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For delivery information, visit our website at www.usps.com®.

Horsham, PA 19044

Certified Mail Fee \$4.00

Extra Services & Fees (check box, add fee to postage)

<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

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 OCT 6 2022

10/06/2022

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

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CERTIFIED MAIL® RECEIPT
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For delivery information, visit our website at www.usps.com®.

Boston, MA 02110

Certified Mail Fee \$4.00

Extra Services & Fees (check box, add fee to postage)

<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

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 OCT 6 2022

10/06/2022

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

U.S. Postal Service™
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For delivery information, visit our website at www.usps.com®.

Wilmington, MA 01887

Certified Mail Fee \$4.00

Extra Services & Fees (check box, add fee to postage)

<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

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 OCT 6 2022

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

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:

Sanctuary Medicinals, Inc.

2. Name of applicant’s authorized representative:

Jason Sidman

3. Signature of applicant’s authorized representative:

Jason Sidman

Digitally signed by Jason Sidman
Date: 2022.10.20 16:19:21 -04'00'

4. Name of municipality:

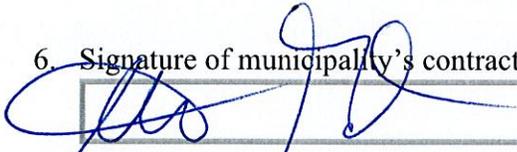
City of Woburn

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

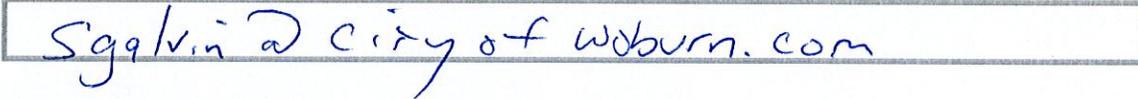
Mayor Scott Galvin



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).*):



8. Host community agreement execution date:



LAST PRISONER PROJECT



Thank you for your support!

August 31, 2022

Sanctuary Medicinals
16 Pearson Blvd
Gardner, MA 01440

Dear Andrea Whitney,

Thank you so much for the very generous \$5247.00 (\$2623.50 in money orders and matching check) with a gift date of 6/27/2022 to the Last Prisoner Project through our Roll it up for Justice program.

LPP has been working around the clock to provide assistance and advocate for release for our incarcerated community. Your donation helps us with our release efforts through our re-entry program which provides grants to our returning citizens, assists with commissary support funds, and our micro grants to the families of incarcerated individuals.

We will continue to keep fighting until the last cannabis prisoner is free, and all incarcerated community members are protected and treated with dignity. We could not do this work without your support.

Now that we have brought cannabis out of the shadows and into the light, we need to make sure we don't leave any of our siblings behind. Not a single one.

With Gratitude,

Karen Fromel
Last Prisoner Project

WWW.LASTPRISONERPROJECT.ORG



1312 17TH STREET SUITE 640
DENVER, CO 80202

PLAN TO POSITIVELY IMPACT AREAS OF DISPROPORTIONATE IMPACT

Goals

In order for Sanctuary to positively impact past or present residents of Fitchburg, Lowell¹, and Boston² and Massachusetts residents who have past drug convictions, Sanctuary has established the following goals:

- Establishing a scholarship fund to support Fitchburg, Lowell, and Boston residents, with grants of no less than \$5,000.00 annually;
- Hiring such that 5% of staff are Fitchburg residents and 5% of staff are Lowell residents;
- Supporting the Lowell Transitional Living Center through annual donation drives; and
- Providing annual support to the Last Prisoner Project through donations of no less than \$2,000.00.

Programs

Sanctuary has developed specific programs to effectuate its stated goals to positively impact past or present residents of Fitchburg, Lowell, and Boston and Massachusetts residents who have past drug convictions. Such programs will include the following:

- Establishing a scholarship fund with a working title of "Ready-SET-Go" (SET = Social Equity Training) to address tuition and other college-related expenses for underserved individuals in Fitchburg, Lowell, and Boston who want to enroll in certificate/credential program(s) to jump-start their cannabis career but lack the financial capabilities to do so. Ready-SET-Go will be seeded annually by Sanctuary with an initial placeholder of \$5,000 to grant scholarships with a specific focus on those previously incarcerated for low-level cannabis offenses. Applicants for scholarships must evidence that they are a past or present resident of Fitchburg, Lowell (in specific Census Tracts), or Boston (in specific Census Tracts) and that they are at least 21 years of age or older.
- Creating a hiring program for Fitchburg and Lowell residents whereby open positions will be advertised (as they become available, but not less than annually) in the Lowell Sun and the Sentinel & Enterprise.
- Coordinating an annual donation drive for the Lowell Transitional Living Center, the largest shelter north of Boston, which provides adults with the tools and support they need in their journey from homelessness to housing. Annual donation drives will occur at Sanctuary's retail establishments and will stress the need for personal care essentials.
- Supporting the Last Prisoner Project, a nonprofit organization committed to freeing prisoners who have been incarcerated from the war on drugs through intervention, advocacy, and awareness campaigns, via donations of no less than \$2,000.00. Sanctuary will participate in the Roll It Up For Justice program at all

¹ Lowell Census Tracts 3101, 3104, 3111, 3112, 3117, 3118, 3119, 3120, and 3124.

² Boston Census Tracts 8.03, 101.03, 101.04, 103, 104.04, 104.05, 607, 610, 611.01, 702, 712.01, 803, 611.01, 702, 712.01, 803, 611.01, 804.01, 805, 806.01, 808.01, 815, 817, 818, 819, 820, 821, 901, 902, 903, 904, 906, 912, 914, 917, 918, 919, 920, 923, 924, 1001, 1002, 1006.01, 1010.01, 1011.01, 1011.02, 1102.01, 1205, 9801.01, 9803, 9811, 9817, 9818.

Massachusetts locations, inviting patients and consumers to contribute in their own way to the fight for cannabis criminal justice reform. Sanctuary will match all donations given, with a minimum donation total of \$2,000.00 per year.

Measurements

The Human Resources Department will administer the Plan and will be responsible for developing measurable outcomes to ensure Sanctuary continues to meet its commitments. Such measurable outcomes, in accordance with Sanctuary's goals and programs described above, include:

- Documenting all funds raised for the Ready-Set-Go program, as well as applications received and grants given in a calendar year;
- Completing a demographic survey of employees to identify the percentage of employees who are residents of Fitchburg and Lowell, and documenting advertisements placed in the Lowell Sun and Sentinel & Enterprise;
- Recording all items gathered and donated to the Lowell Transitional Living Center during Sanctuary's annual donation drives; and
- Documenting all charitable contributions made to the Last Prisoner Project.

Beginning upon receipt of Sanctuary's first Provisional License from the Commission to operate a marijuana establishment in the Commonwealth, Sanctuary will utilize the proposed measurements to assess its Plan and will account for demonstrating proof of success or progress of the Plan upon the yearly renewal of the license. The Human Resources Department will review and evaluate Sanctuary's measurable outcomes no less than twice annually to ensure that Sanctuary is meeting its commitments. Sanctuary is mindful that demonstration of the Plan's progress and success will be submitted to the Commission upon renewal.

Acknowledgements

- As identified above, Sanctuary intends to donate to the Lowell Transitional Living Center and acknowledges that the Lowell Transitional Living Center has been contacted and will receive the support described herein.
- As identified above, Sanctuary intends to donate to the Last Prisoner Project and acknowledges that the Last Prisoner Project has been contacted and will receive the support described herein.
- Sanctuary will adhere to the requirements set forth in 935 CMR 500.105(4) which provides the permitted and prohibited advertising, branding, marketing, and sponsorship practices of every Marijuana Establishment.
- Any actions taken, or programs instituted, by Sanctuary will not violate the Commission's regulations with respect to limitations on ownership or control or other applicable state laws.



CERTIFICATE OF GOOD STANDING AND/OR TAX COMPLIANCE



SANCTUARY MEDICINALS, INC.
234 TAYLOR ST
LITTLETON MA 01460-2001

Why did I receive this notice?

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

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

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

What if I have questions?

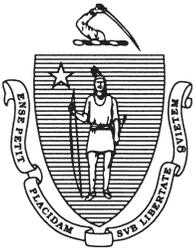
If you have questions, call us at (617) 887-6400 or toll-free in Massachusetts at (800) 392-6089, Monday through Friday, 9:00 a.m. to 4:00 p.m..

Visit us online!

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

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

Edward W. Coyle, Jr., Chief
Collections Bureau



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

William Francis Galvin
Secretary of the
Commonwealth

Date: September 22, 2022

To Whom It May Concern :

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

SANCTUARY MEDICINALS, INC.

is a domestic corporation organized on **July 03, 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.

A handwritten signature in black ink that reads "William Francis Galvin".

Secretary of the Commonwealth

Certificate Number: 22090488520

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

Processed by: bod

SECOND AMENDED AND RESTATED

BY-LAWS

OF

SANCTUARY MEDICINALS, INC.

(the "Corporation")

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, 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 By-laws or the time for an annual meeting is not fixed in accordance with these By-laws to be held within 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 may be called by the President or by the Directors, and shall be called by the Secretary, or in case of the death, absence, incapacity or refusal of the Secretary, by another officer, if the holders of at least 10 per cent, 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. 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.

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 nor more than 60 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 the Massachusetts Business Corporation Act, 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 (1) 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 (2) 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 in person or may appoint a proxy to vote or otherwise act for him or her by signing an appointment form, either personally or by his or her attorney-in-fact. An appointment of a proxy is effective when received by the Secretary or other officer or agent authorized to tabulate votes. Unless otherwise provided in the appointment form, an appointment is valid for a period of 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 shall not affect the right of the Corporation to accept the proxy's authority unless notice of the death or incapacity is received by the Secretary or other officer or agent authorized to tabulate votes before the proxy exercises his or her authority under the appointment. A transferee for value of shares subject to

an irrevocable appointment 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 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: (1) by all shareholders entitled to vote on the action; or (2) 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 60 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 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 (1) 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 (2) 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 70 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 120 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 need not be held at any place but may instead be held solely by means of remote communication; and subject to such guidelines and procedures as the Board of Directors may adopt, shareholders and proxyholders not physically present at a meeting of shareholders may, by means of remote communications: (a) participate in a meeting of shareholders; and (b) 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: (1) 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 or proxyholder; (2) the Corporation shall implement reasonable measures to provide such shareholders and proxyholders 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 (3) if any shareholder or proxyholder 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 or by the proxy or other agent of any shareholder shall be considered given in writing, dated and signed, if, 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 or agent or by a person authorized to act for the shareholder, proxy or agent; and (ii) the date on which such shareholder, proxy, 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.

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, but, unless otherwise provided in the Articles of Organization, if the Corporation has more than one shareholder, the number of Directors shall not be less than three, except that whenever there shall be only two shareholders, the number of Directors shall not be less than two. 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 the Board of Directors 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. Change in Size of the Board of Directors. The number of Directors may be fixed or changed from time to time by the Board of Directors.

Section 5. 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 6. Resignation. A Director may resign at any time by delivering written notice of resignation to the Board of Directors, its chairman, or to the Corporation. A resignation is effective when the notice is delivered unless the notice specifies a later effective date.

Section 7. Removal. A Director may be removed from office with or without cause by vote of a majority of the Board then in office. A Director may be removed for cause only after reasonable notice and opportunity to be heard before the Board of Directors.

Section 8. 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 9. 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 10. Notice. Special meetings of the Board must be preceded by at least two days' 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 11. 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 12. 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 13. 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 14. 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 15. Telephone Conference Meetings. 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 16. 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 10 through 15 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 18 of this Article.

Section 17. Compensation. The Board of Directors may fix the compensation of Directors.

Section 18. 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: (1) in good faith; (2) with the care that a person in a like position would reasonably believe appropriate under similar circumstances; and (3) 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: (1) 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; (2) legal counsel, public accountants, or other persons retained by the Corporation, as to matters involving skills or expertise the Director reasonably believes are matters (i) within the particular person's professional or expert competence or (ii) as to which the particular person merits confidence; or (3) 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 19. 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: (1) 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 (2) another entity of which he or she is a director, officer, 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 (1) 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 20. 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:

(a) Notice shall be in writing unless oral notice is reasonable under the circumstances. Notice by electronic transmission is written notice.

(b) Notice may be communicated in person; by telephone, voice mail, telegraph, teletype, 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.

(c) Written notice, other than notice by electronic transmission, if in a comprehensible form, is effective upon deposit in the United States mail, if mailed postpaid and correctly addressed to the shareholder's address shown in the Corporation's current record of shareholders.

(d) Written notice by electronic transmission, if in comprehensible form, is effective: (1) if by facsimile telecommunication, when directed to a number furnished by the shareholder for the purpose; (2) if by electronic mail, when directed to an electronic mail address furnished by the shareholder for the purpose; (3) 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 (4) 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.

(e) Except as provided in subsection (c), written notice, other than notice by electronic transmission, if in a comprehensible form, is effective at the earliest of the following: (1) when received; (2) five days after its deposit in the United States mail, if mailed postpaid and correctly addressed; (3) on the date shown on the return receipt, if sent by registered or certified mail, return receipt requested; or if sent by messenger or delivery service, on the date shown on the return receipt signed by or on behalf of the addressee; or (4) on the date of publication if notice by publication is permitted.

(f) Oral notice is effective when communicated if communicated in a comprehensible manner.

ARTICLE IV

OFFICERS

Section 1. Enumeration. The Corporation shall have 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. The Board may appoint one of its members to the office of Chairman of the Board and from time to time define the powers and duties of that office notwithstanding any other provisions of these By-laws.

Section 2. 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. President. The President when present shall preside at all meetings of the shareholders and, if there is no Chairman of the Board of Directors, of the Directors. He or she shall be the chief executive officer of the Corporation except as the Board of Directors may otherwise provide. The President shall perform such duties and have such powers additional to the foregoing as the Directors shall designate.

Section 8. 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 9. 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 10. 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: (1) 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 (2) legal counsel, public accountants, or other persons retained by the Corporation as to matters involving skills or expertise the officer reasonably believes are matters (i) within the particular person's professional or expert competence or (ii) 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 President or a Vice President and by the Treasurer or an Assistant Treasurer, or any two officers designated by the Board of Directors, and shall bear the corporate seal or its

facsimile. 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 of the Corporation 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 give a bond, sufficient in its opinion, with or without surety, to indemnify the Corporation against any loss or claim which may arise by reason of the issue of the new certificate.

Section 6. Restrictions on Transfer.

(a) The shares of the Corporation shall be transferable, so as to affect the rights of the Corporation, only by transfer recorded on the books of the Corporation, in person or by duly authorized attorney, and upon the surrender of the certificate or certificates properly endorsed or assigned.

(b) Except as may be otherwise required by law, the Corporation shall be entitled to treat the record holder of stock as shown on its books as the owner of such stock for all purposes, including the payment of dividends and the right to vote with respect thereto, regardless of any transfer, pledge or other disposition of such stock, until the shares have been transferred on the books of the Corporation in accordance with the requirements of these By-laws. It shall be the duty of each shareholder to notify the Corporation of his or her post office address.

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 to them currently in effect;
- (ii) its By-laws or restated By-laws and all amendments 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 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 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 Massachusetts Secretary of State.

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 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 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;

(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) 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)(3) 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, partner, trustee, employee, or agent of another domestic or foreign corporation, 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 (i) a party to the proceeding, or (ii) 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", 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, 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: (1) (i) he or she conducted himself or herself in good faith; and (ii) 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 (iii) in the case of any criminal proceeding, he or she had no reasonable cause to believe his or her conduct was unlawful; or (2) 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 or more disinterested Directors appointed by vote;

(b) by special legal counsel (1) selected in the manner prescribed in clause (a); or (2) if there are fewer than two 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 person asserting, or proposing to assert, the right to be indemnified, must notify the Corporation in writing as soon as practicable of any action, suit, proceeding or investigation involving such person for which indemnity will or could be sought, but the failure to so notify shall not affect the Corporation's objection to indemnify except to the extent the Corporation is adversely affected thereby. With respect to any proceeding of 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 such person. After notice from the Corporation to such person of its election so to assume such defense, the Corporation shall not be liable to such person for any legal or other expenses subsequently incurred by such person in connection with such action, suit, proceeding or investigation other than as provided below in this subsection (a). Such person shall have the right to employ his or her own counsel in connection with such action, suit, 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 person unless (1) the employment of counsel by such person has been authorized by the Corporation, (2) counsel to such person shall have reasonably concluded that there may be a conflict of interest or position on any significant issue between the Corporation and such person in the conduct of the defense of such action, suit, proceeding or investigation or (3) the Corporation shall not in fact have employed counsel to assume the defense of such action, suit, proceeding or investigation, in each of which cases the fees and expenses of counsel for such person 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 such person, to assume the defense of any claim brought by or in the right of the Corporation or as to which counsel for such person shall have reasonably made the conclusion provided for in clause (2) above.

(b) The Corporation shall not be required to indemnify such person 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 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 action, suit, proceeding or investigation in any manner which would impose any penalty or limitation on such person without such person's written consent. Neither the Corporation nor such person 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, partner, trustee, employee, or agent of another domestic or foreign corporation, 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 (1) 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 (2) 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 end on December 31 in each year.

ARTICLE IX

AMENDMENTS

(a) The Board of Directors may 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.

(b) 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 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.

(c) 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.

(d) 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.

(e) 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).

(f) 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.

4830-3670-2060.1

D

The Commonwealth of Massachusetts

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

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)

Sanctuary Medicinals, Inc. is a registrant
with the Department of Public Health
in accordance with 105 CMR 725.100(C)
as of June 27, 2018.

[Signature]
Elizabeth Chen, PhD
Interim Director
Bureau of Health Care Safety and Quality
Massachusetts Department of Public Health

(1) Exact name of the non-profit: Sanctuary Medicinals, Inc. *001191104*

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

Sanctuary Medicinals, 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 general character of the corporation's business is the manufacture of agricultural products, including medicinal Marijuana and any and all products, services and activities related thereto and to engage in any lawful act or activity for which a corporation may be organized under MA General Laws, Chapter 156D. *and sale*

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	275,000	\$0.001

ARTICLE IV

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

None.

ARTICLE V

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

None.

ARTICLE VI

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

See attached Addendum.

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

ADDENDUM TO
ARTICLES OF ENTITY CONVERSION
OF
SANCTUARY MEDICINALS, INC.

ARTICLE VI

1. Authority of directors to create new classes and series of shares. The board of directors, acting without the shareholders, may (a) reclassify any unissued shares of any authorized class or series into one or more existing or new classes or series, and (b) create one or more new classes or series of shares, specifying the number of shares to be included therein, the distinguishing designation thereof and the preferences, limitations and relative rights applicable thereto, provided that the board of directors may not approve an aggregate number of authorized shares of all classes and series which exceeds the total number of authorized shares specified in the Articles of Organization.

2. Minimum number of directors. The board of directors may consist of one or more individuals, notwithstanding the number of shareholders.

3. Personal liability of directors to corporation. No director shall have personal liability to the corporation for monetary damages for breach of his or her fiduciary duty as a director notwithstanding any provision of law imposing such liability, provided that this provision shall not eliminate or limit the liability of a director (a) for any breach of the director's duty of loyalty to the corporation or its shareholders, (b) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (c) for improper distributions under Section 6.40 of Chapter 156D of the Massachusetts General Laws, or (d) for any transaction from which the director derived an improper personal benefit.

4. Shareholder vote required to approve matters acted on by shareholders. The affirmative vote of a majority of all the shares in a voting group eligible to vote on a matter shall be sufficient for the approval of the matter, notwithstanding any greater vote on the matter otherwise required by any provision of Chapter 156D of the Massachusetts General Laws.

5. Shareholder action without a meeting by less than unanimous consent. Action required or permitted by Chapter 156D of the Massachusetts General Laws 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.

6. Authorization of directors to make, amend or repeal bylaws. The board of directors may make, amend or repeal the bylaws in whole or in part, except with respect to any provision thereof which by virtue of an express provision in Chapter 156D of the Massachusetts General Laws, the Articles of Organization or the bylaws requires action by the shareholders.

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:
c/o Vicente Sederberg LLC, 2 Seaport Lane, Boston, MA 02210
- b. The name of its initial registered agent at its registered office:
Brandon Kurtzman, Esq.
- 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: Jason Sidman

Treasurer: Jason Sidman

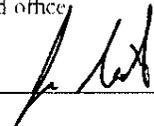
Secretary: Michael Wilmoth

Director(s): David Syrek, Gail Perry Borden, Jason Sidman and Michael Wilmoth

- 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:
Manufacture and sale of agricultural products, including medicinal marijuana
- f. The street address of the principal office of the corporation:
234 Taylor Street, Littleton, MA 01460
- g. The street address where the records of the corporation required to be kept in the commonwealth are located is:

234 Taylor Street, Littleton, MA 01460 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 9 day of June, 2018

COMMONWEALTH OF MASSACHUSETTS

3/721257

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

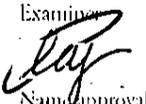
Articles of Entity Conversion of a
Domestic Non-Profit with a Pending Provisional or
Final Certification to Dispense Medical Use Marijuana
to a Domestic Business Corporation
(General Laws Chapter 156D, Section 9.53; 950 CMR 113.30)

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 3 day of July, 20 18, at 3:55 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

Michael L. Cifelli c/o Burns & Levinson LLP

125 Summer Street

Boston, MA 02110

Telephone: 617-345-3366

Email: mcifelli@burnslev.com

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

SECRETARY OF THE COMMONWEALTH
CORPORATIONS DIVISION
2018 JUL -3 PM 3:55

PLAN FOR OBTAINING LIABILITY INSURANCE

Sanctuary Medicinals, Inc. (“Sanctuary”) has contracted with Admiral Insurance Company to maintain general liability insurance coverage for no less than \$1,000,000 per occurrence and \$2,000,000 in aggregate annually and product liability coverage for no less than \$1,000,000 per occurrence and \$2,000,000 in aggregate annually. The policy deductible is no higher than \$5,000 per occurrence. Sanctuary will consider additional coverage based on availability and cost-benefit analysis.

If adequate coverage becomes unavailable at a reasonable rate, Sanctuary will place in escrow at least \$250,000 to be expended for liabilities coverage (or such other amount approved by the Commission). Any withdrawal from such escrow will be replenished within 10 business days of any expenditure. Sanctuary will keep reports documenting compliance with 935 CMR 500.105(10): *Liability Insurance Coverage or Maintenance of Escrow* in a manner and form determined by the Commission pursuant to 935 CMR 500.000.

WELCOME TO SANCTUARY MEDICINALS

Our mission is simple:

**To provide the highest quality products,
service, education and experience
to qualified Massachusetts registered
marijuana patients and adult-use consumers.**

We are a compassionate group who believe that this goal can only be accomplished through a caring, trusting and knowledgeable approach focused on an individual's specific circumstances and financial availability.

...A true sanctuary, free from harm, judgment and prejudice

COMPANY SUMMARY

Sanctuary Medicinals, Inc. was formed to run both licensed Registered Marijuana Dispensary (RMD) and Licensed Marijuana Establishments in the State of Massachusetts.

Our executive team brings expertise and backgrounds in licensed marijuana dispensing / cultivating, business management, capital markets, organic farming, law enforcement, litigation/lobbying, and medical expertise. The unique combination of medical professionals, law enforcement, business management, and experience with horticulture and organic marijuana cultivating makes our team an ideal fit for the Massachusetts marijuana market.

As a licensed Registered Marijuana Dispensary and Licensed Marijuana Establishment, we will bring the medical marijuana community and adult-use consumers a variety of marijuana products and services. This includes marijuana flower, concentrates, edibles, topicals, and educational literature. The extended experience of our management team along with our previous licensed marijuana dispensing / cultivating facilities gives us an extensive familiarity in the cultivation, processing, and distribution of marijuana products. We are very familiar with all products and processes and look forward to having the opportunity to bring this experience and knowledge to Massachusetts.

Having offered the services presented in New Hampshire, we understand the multitude of risks associated with running a successful medical marijuana organization. These include security risks, cultivation risks related to crop failures and failing test results, financing risk due to the capital-intensive nature of these operations, and regulatory risk pending future regulations at the State and Federal level.

As an organization, we will be heavily focused on charitable activities that help support our cause to bring quality alternative medicine to patients in the State of Massachusetts. These include patient assistance programs, community outreach programs, and various charitable donations. All will be in the interest of educating and supporting the medical marijuana community.

EXECUTIVE TEAM

Jason A. Sidman, CEO

Mr. Sidman earned his Bachelor of Science degree from the Whittemore School of Business at the University of New Hampshire in 2001 while graduating in the top of the class. His senior year, he participated in a pilot program at Fidelity Investments, which he continued through graduation. This enabled Mr. Sidman to receive extensive training in regulatory compliance, taxation and capital markets. This experience provided the foundation to start PTG Capital in March of 2002, a self-funded equity firm where he assumed the position of CEO. PTG Capital started with five traders executing a million shares daily on the NYSE. His extensive insight of capital markets and strong leadership provided the underpinning for explosive growth. Within three years of operations, PTG Capital grew to five offices with over seventy traders, trading funds in excess of one hundred million while executing five million shares daily.

Jason Sidman is a founding member of Sanctuary ATC and Sanctuary Medicinals, Inc. He currently steers both organizations as the chief executive officer. Mr. Sidman has direct experience providing services for medicinal marijuana facilities and has navigated the Sanctuary ATC team of New Hampshire into the selection of both locations for the cultivation/processing facility and the dispensing facility. Their 15,000 square feet grow center and laboratory is located in Rochester, NH at a hydroelectric facility while the dispensing location is in Plymouth, NH in a building that was once awarded the "Greenest Home in America" designation. These decisions as well as the design and choice of equipment was all the result of a deep developed expertise from intense research and study. Having visited over 25 production, retail and processing facilities in states with approved medical cannabis programs, Mr. Sidman has garnered tremendous insight into what it takes to run a successful marijuana organization. Their development of workflow optimization, security system design, facility layouts, hiring and staffing models, organic/pesticide free growing, as well as retail best practices have been instrumental throughout the program process.

Mr. Sidman is a general partner at WelCan Capital. WelCan Capital brings a unique, diversified approach to investing in the cannabis industry. With operating expertise and access to strategic relationships, WelCan strives to unlock value in foundational businesses across the cannabis ecosystem – all while supporting education, research, and charitable causes aligned with this emerging industry. Additionally, Jason is a managing partner at Planet Green LLC, joining the team in January of 2014. Planet Green, located in Meredith, NH, is a full-service renewable energy company that provides a full range of design, installation and equipment for residential, commercial and municipal applications. Mr. Sidman's experience will foster a team environment focused on helping those in need and providing them with the best possible organic products, education and value. In witnessing illness and suffering in his own family, he understands the significance of proper medicine, research and compassion. Mr. Sidman's experiences, coupled with his integrity, have made him a successful business owner and he looks forward to serving the marijuana industry in Massachusetts with the same sense of skill, knowledge and pride.

Josh Weaver, CFO

Josh Weaver was born and raised in a small town in central Pennsylvania: Lewistown, PA. In 1996, Mr. Weaver earned a Finance degree from the Pennsylvania State University graduating with Distinction while working part-time in the College of Health and Human Development as a work/study research assistant.

In 1996, Mr. Weaver started his career in New York City working for the audit team of Price Waterhouse. His main clients were several Fortune 500 Companies that included: The Interpublic Group, Sony Entertainment and International Flavors and Fragrances. In 1998, Mr. Weaver continued his career by accepting a position at Merrill Lynch in their investment banking division. He worked as a financial analyst on debt/equity and merger & acquisition deals with a wide range of clients.

From 2002 through 2010, Mr. Weaver, along with Jason Sidman, was an owner, founder and managing partner of PTG Capital LLC and PTG Trading LLC, equity trading firms with over 70 traders in 5 branches throughout the Northeast. Headquartered in New York City, they hired, trained and supervised the firm's traders, established the marketing and human resources divisions implemented automated risk management controls and procedures, maintained and insured the firm's legal compliance with internal control procedures. They also worked with software developers to create the firm's high frequency trading quant division. Under the leadership of Mr. Weaver, PTG Capital grew to trading in excess of \$100 million while executing 5 million shares daily.

Mr. Weaver was the founding partner and owner of Castaway Capital LLC from 2010 through 2015 where he developed automated trading applications for futures, equities, options and forex programs. Mr. Weaver and his team of programmers specialized in developing algorithms for commodity contracts of gold, silver, oil, corn and soybeans.

More recently, Mr. Weaver is a founding member of Sanctuary ATC. He was the coauthor of Sanctuary ATC's successful application for the State of New Hampshire's Therapeutic Cannabis Program and has run the organization in strict compliance with New Hampshire and the Department of Health and Human Services regulations, guidance and nonprofit practices. Sanctuary ATC, was awarded the largest territory in New Hampshire with a vertically integrated license to cultivate, dispense and process cannabis. Mr. Weaver propelled Sanctuary ATC to be the first alternative treatment center to be registered, licensed and operational in the State of New Hampshire. At Sanctuary ATC, Mr. Weaver has many responsibilities, which include: CFO, Head of Human Resources and Chief of Compliance. Although, he has gained some material success, Mr. Weaver still feels fortunate to have had the opportunities he has been afforded. Growing up in rural Pennsylvania with two blue collar parents, what his family did not have materially was more than made up for with the attributes of hard work, character, integrity and charity. Knowing that people are never defined only by financial success, he has carried these traits onward to his own family life. Having seen members of his own family suffering at different stages in their lives, makes it more vital than ever for his wanting to help to enact change and improve people's quality of life. Mr. Weaver resides with his wife of five years, Marzena, and their daughters, Tatiana, Vienna and Vera.



QUALITY CONTROL AND TESTING

Quality Control

Sanctuary Medicinals, Inc. (“Sanctuary”) will comply with the following sanitary requirements:

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



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

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

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

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

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

Testing

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

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



to ISO 17025:2017 or the most current International Organization for Standardization 17025 by a third-party accrediting body that is a signatory to the International Laboratory Accreditation Accrediting Cooperation mutual recognition arrangement or that is otherwise approved by the Commission; (iii) independent financially from any Medical Marijuana Treatment Center, Marijuana Establishment or Licensee; and (iv) qualified to test marijuana and marijuana products, including marijuana-infused products, in compliance with M.G.L. c. 94C, § 34; M.G.L. c. 94G, § 15; 935 CMR 500.000: *Adult Use of Marijuana*; 935 CMR 501.000: *Medical Use of Marijuana*; and Commission protocol(s).

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

Sanctuary's marijuana will be tested for the cannabinoid profile and for contaminants as specified by the Commission including, but not limited to, mold, mildew, heavy metals, plant-growth regulators, and the presence of pesticides. In addition to these contaminant tests, final ready-to-sell Marijuana Vaporizer Products shall be screened for heavy metals and Vitamin E Acetate (VEA) in accordance with the relevant provisions of the *Protocol for Sampling and Analysis of Finished Marijuana and Marijuana Products for Marijuana Establishments, Medical Marijuana Treatment Centers and Colocated Marijuana Operations*. Sanctuary acknowledges and understands that the Commission may require additional testing.

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

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

All transportation of marijuana to and from Independent Testing Laboratories providing marijuana testing services will comply with 935 CMR 500.105(13). All storage of Sanctuary's marijuana at a laboratory providing marijuana testing services will comply with 935 CMR 500.105(11). All excess marijuana will be disposed in compliance with 935 CMR 500.105(12),



either by the Independent Testing Laboratory returning excess marijuana to Sanctuary for disposal or by the Independent Testing Laboratory disposing of it directly. All Single-servings of marijuana products will be tested for potency in accordance with 935 CMR 500.150(4)(a) and subject to a potency variance of no greater than plus/minus ten percent (+/- 10%).

Any marijuana or marijuana products that fail any test for contaminants must either be reanalyzed without remediation, remediated or disposed of. In the event marijuana or marijuana products are reanalyzed, a sample from the same batch shall be submitted for reanalysis at the ITL that provided the original failed result. If the sample passes all previously failed tests at the initial ITL, an additional sample from the same batch previously tested shall be submitted to a second ITL other than the initial ITL for a Second Confirmatory Test. To be considered passing and therefore safe for sale, the sample must have passed the Second Confirmatory Test at a second ITL. Any Marijuana or Marijuana Product that fails the Second Confirmatory Test will not be sold, transferred or otherwise dispensed to Consumers, Patients or Licensees without first being remediated. Otherwise, any such product shall be destroyed in compliance with 935 CMR 500.105(12): *Waste Disposal*.

If marijuana or marijuana products are destined for remediation, a new test sample will be submitted to a licensed ITL, which may include the initial ITL for a full-panel test. Any failing Marijuana or Marijuana Product may be remediated a maximum of two times. Any Marijuana or Marijuana Product that fails any test after the second remediation attempt will not be sold, transferred or otherwise dispensed to Consumers, Patients or Licensees and will be destroyed in compliance with 935 CMR 500.105(12): *Waste Disposal*.

Quality Control Samples

Quality Control Samples provided to employees may not be consumed on Sanctuary's Premises nor may they be sold to another licensee or Consumer. Quality Control Samples will be tested in accordance with 935 CMR 500.160: Testing of Marijuana and Marijuana Products. Sanctuary will limit the Quality Control Samples provided to all employees in a calendar month period to the following aggregate amounts:

1. Five grams of Marijuana concentrate or extract, including but not limited to tinctures;
2. Five hundred milligrams of Edibles whereby the serving size of each individual sample does not exceed five milligrams and otherwise satisfies the potency levels set forth in 935 CMR 500.150(4): Dosing Limitations; and
3. Five units of sale per Cannabis product line and no more than six individual Cannabis product lines. For purposes of 935 CMR 500.130(8): Vendor Samples, a Cannabis product line shall mean items bearing the same Stock Keeping Unit Number.

If Quality Control Samples are provided as Vendor Samples pursuant to 935 CMR 500.130(8), they will be assigned a unique, sequential alphanumeric identifier and entered into the Seed-to-sale SOR in a form and manner to be determined by the Commission, and further, shall be designated as "Quality Control Sample."

Quality Control Samples will have a legible, firmly Affixed label on which the wording is no less than 1/16 inch in size containing at minimum the following information:

1. A statement that reads: "QUALITY CONTROL SAMPLE NOT FOR RESALE";



2. The name and registration number of the Marijuana Product Manufacturer;
3. The quantity, net weight, and type of Marijuana flower contained within the package; and
4. A unique sequential, alphanumeric identifier assigned to the Production Batch associated with the Quality Control Sample that is traceable in the Seed-to-sale SOR.

Upon providing a Quality Control Sample to an employee, Sanctuary will record:

1. The reduction in quantity of the total weight or item count under the unique alphanumeric identifier associated with the Quality Control Sample;
2. The date and time the Quality Control Sample was provided to the employee;
3. The agent registration number of the employee receiving the Quality Control Sample; and
4. The name of the employee as it appears on their agent registration card.



PERSONNEL POLICIES INCLUDING BACKGROUND CHECKS

Overview

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

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

Agent Personnel Records

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

- All materials submitted to the Commission pursuant to 935 CMR 500.030(2);
- Documentation of verification of references;
- The job description or employment contract that includes duties, authority, responsibilities, qualifications, and supervision;
- Documentation of all required training, including training regarding privacy and confidentiality requirements, and the signed statement of the individual indicating the date, time, and place he or she received said training and the topics discussed, including the name and title of presenters;
- Documentation of periodic performance evaluations;
- A record of any disciplinary action taken;
- Notice of completed responsible vendor and eight-hour related duty training; and
- Results of initial background investigation, including CORI reports.

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

Agent Background Checks

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



- a. All conditions, offenses, and violations are construed to include Massachusetts law or like or similar law(s) of another state, the United States or foreign jurisdiction, a military, territorial or Native American tribal authority, or any other jurisdiction.
 - b. All criminal disqualifying conditions, offenses, and violations include the crimes of attempt, accessory, conspiracy, and solicitation. Juvenile dispositions will not be considered as a factor for determining suitability.
 - c. Where applicable, all look-back periods for criminal conditions, offenses, and violations included in 935 CMR 500.802 commence upon the date of disposition; provided, however, that if disposition results in incarceration in any institution, the look-back period will commence upon release from incarceration.
- Suitability determinations will be made in accordance with the procedures set forth in 935 CMR 500.800. In addition to the requirements established in 935 CMR 500.800, Sanctuary will:
 - a. Comply with all guidance provided by the Commission and 935 CMR 500.802: Tables B through D to determine if the results of the background are grounds for Mandatory Disqualification or Presumptive Negative Suitability Determination.
 - b. Consider whether offense(s) or information that would result in a Presumptive Negative Suitability Determination under 935 CMR 500.802. In the event a Presumptive Negative Suitability Determination is made, Sanctuary will consider the following factors:
 - i. Time since the offense or incident;
 - ii. Age of the subject at the time of the offense or incident;
 - iii. Nature and specific circumstances of the offense or incident;
 - iv. Sentence imposed and length, if any, of incarceration, if criminal;
 - v. Penalty or discipline imposed, including damages awarded, if civil or administrative;
 - vi. Relationship of offense or incident to nature of work to be performed;
 - vii. Number of offenses or incidents;
 - viii. Whether offenses or incidents were committed in association with dependence on drugs or alcohol from which the subject has since recovered;
 - ix. If criminal, any relevant evidence of rehabilitation or lack thereof, such as information about compliance with conditions of parole or probation, including orders of no contact with victims and witnesses, and the subject's conduct and experience since the time of the offense including, but not limited to, professional or educational certifications obtained; and
 - x. Any other relevant information, including information submitted by the subject.
 - c. Consider appeals of determinations of unsuitability based on claims of erroneous information received as part of the background check during the application process in accordance with 803 CMR 2.17: Requirement to Maintain a Secondary Dissemination Log and 2.18: Adverse Employment Decision Based on CORI or



Other Types of Criminal History Information Received from a Source Other than the DCJIS.

- All suitability determinations will be documented in compliance with all requirements set forth in 935 CMR 500 et seq. and guidance provided by the Commission.
- Background screening will be conducted by an investigative firm holding the National Association of Professional Background Screeners (NAPBS®) Background Screening Credentialing Council (BSCC) accreditation and capable of performing the searches required by the regulations and guidance provided by the Commission.
- References provided by the agent will be verified at the time of hire.
- As a condition of their continued employment, agents, volunteers, contractors, and subcontractors are required to renew their Program ID cards annually and submit to other background screening as may be required by Sanctuary or the Commission.

Personnel Policies and Training

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

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

- Diverted marijuana, which will be reported the Police Department and to the Commission;
- Engaged in unsafe practices with regard to Sanctuary operations, which will be reported to the Commission; or
- Been convicted or entered a guilty plea, plea of *nolo contendere*, or admission to sufficient facts of a felony drug offense involving distribution to a minor in the Commonwealth, or a like violation of the laws of another state, the United States or a foreign jurisdiction, or a military, territorial, or Native American tribal authority.



RECORDKEEPING PROCEDURES

General Overview

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

Recordkeeping

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

- Corporate Records

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

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

- Business Records

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

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



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



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



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

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

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



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



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

Record-Retention

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



MAINTAINING OF FINANCIAL RECORDS

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

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



- Additional written business records will be kept, including, but not limited to, records of:
 - Compliance with liability insurance coverage or maintenance of escrow requirements under 935 CMR 500.105(10) and all bond or escrow requirements under 935 CMR 500.105(16);
 - Fees paid under 935 CMR 500.005 or any other section of the Commission’s regulations; and
 - Fines or penalties, if any, paid under 935 CMR 500.360 or any other section of the Commission’s regulations.
- License Renewal Records
 - Sanctuary shall keep and submit as a component of the renewal application documentation that the establishment requested from its Host Community the records of any cost to a city or town reasonably related to the operation of the establishment, which would include the city’s or town’s anticipated and actual expenses resulting from the operation of the establishment in its community. The applicant shall provide a copy of the electronic or written request, which should include the date of the request, and either the substantive response(s) received or an attestation that no response was received from the city or town. The request should state that, in accordance with M.G.L. c. 94G, § 3(d), any cost to a city or town imposed by the operation of a Marijuana Establishment or MTC shall be documented and considered a public record as defined by M.G.L. c. 4, § 7, cl. 26.



QUALIFICATIONS AND TRAINING

Sanctuary Medicinals, Inc. (“Sanctuary”) will ensure that all employees hired to work at a Sanctuary facility will be qualified to work as a marijuana establishment agent and properly trained to serve in their respective roles in a compliant manner. Sanctuary will maintain a list of anticipated positions and their qualifications.

Qualifications

In accordance with 935 CMR 500.030, a candidate for employment as a marijuana establishment agent must be 21 years of age or older. In addition, the candidate cannot have been convicted of a criminal offense in the Commonwealth involving the distribution of controlled substances to minors, or a like violation of the laws of another state, the United States, or foreign jurisdiction, or a military, territorial, or Native American tribal authority.

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

Training

As required by 935 CMR 500.105(2), and prior to performing job functions, each of Sanctuary’s agents will successfully complete a comprehensive training program that is tailored to the roles and responsibilities of the agent’s job function. A Sanctuary Agent will receive a total of eight (8) hours of training annually. A minimum of four (4) hours of training will be from Responsible Vendor Training Program (“RVT”) courses established under 935 CMR 500.105(2)(b). Any additional RVT over four (4) hours may count towards the required eight (8) hours of training.

Non-RVT may be conducted in-house by Sanctuary or by a third-party vendor engaged by the Sanctuary. Basic on-the-job training in the ordinary course of business may also be counted towards the required eight (8) hour training.

All Sanctuary Agents that are involved in the handling or sale of marijuana at the time of licensure or renewal of licensure will have attended and successfully completed the mandatory Responsible Vendor Training Program operated by an education provider accredited by the Commission.

Basic Core Curriculum

Sanctuary Agents must first take the Basic Core Curriculum within 90 days of hire, which includes the following subject matter:

- Marijuana's effect on the human body, including:
 - Scientifically based evidence on the physical and mental health effects based on the type of Marijuana Product;
 - The amount of time to feel impairment;
 - Visible signs of impairment; and
 - Recognizing the signs of impairment.



- Diversion prevention and prevention of sales to minors, including best practices.
- Compliance with all tracking requirements.
- Acceptable forms of identification. Training must include:
 - How to check identification;
 - Spotting and confiscating fraudulent identification;
 - Common mistakes made in identification verification.
 - Prohibited purchases and practices, including purchases by persons under the age of 21 in violation of M.G.L. c. 94G, § 13.
- Other key state laws and rules affecting Sanctuary Agents which shall include:
 - Conduct of Sanctuary Agents;
 - Permitting inspections by state and local licensing and enforcement authorities;
 - Local and state licensing and enforcement, including registration and license sanctions;
 - Incident and notification requirements;
 - Administrative, civil, and criminal liability;
 - Health and safety standards, including waste disposal;
 - Patrons prohibited from bringing marijuana and marijuana products onto licensed premises;
 - Permitted hours of sale;
 - Licensee responsibilities for activities occurring within licensed premises; xix. Maintenance of records, including confidentiality and privacy; and
 - Such other areas of training determined by the Commission to be included in a Responsible Vendor Training Program.

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

After successful completion of the Basic Core Curriculum, each Sanctuary Agent involved in the handling or sale of marijuana will fulfill the four-hour RVT requirement every year thereafter for Sanctuary to maintain designation as a Responsible Vendor. Once the Sanctuary Agent has completed the Basic Core Curriculum, the Agent is eligible to take the Advanced Core Curriculum. Failure to maintain Responsible Vendor status is grounds for action by the Commission.



ENERGY COMPLIANCE PLAN

Sanctuary Medicinals, Inc. (“Sanctuary”) is currently exploring potential energy-use reduction opportunities such as natural lighting and energy efficiency measures and a plan for implementation of such opportunities. Sanctuary will update this plan as necessary and will further provide relevant documentation to the Commission during Architectural Review and during inspections processes.

Potential Energy-Use Reduction Opportunities

Sanctuary is considering the following potential opportunities for energy-use reduction and plans for implementation of such opportunities.

1. Natural Lighting;
2. Energy efficient exterior wall construction, which may include batt insulation, continuous rigid insulation, and air and vapor barriers; and
3. Plumbing fixtures that are Water Sense rated for reduced water consumption.

As the need and opportunity for facility upgrades and maintenance arise in the future and the company becomes cash flow positive, Sanctuary will continue to evaluate energy-use reduction opportunities.

Renewable Energy Generation Opportunities

Sanctuary is in the process of considering opportunities for renewable energy generation (including wind and solar options). Sanctuary’s preliminary examination of renewable energy generation has determined that the upfront costs of such options are too expensive at this time, although Sanctuary may reconsider at a future date. Sanctuary will also consult with its architects and engineers when designing the facility to determine the building’s capacity for renewable energy options (e.g. whether or not the roof can support the weight of solar panels). Nevertheless, our team is dedicated to consistently strive for sustainability and emissions reduction.

Strategies to Reduce Electric Demand

Sanctuary is considering the following strategies to reduce electric demand:

1. Exterior and interior glazing on windows such that maximum natural daylight can enter the building without compromising security, reducing the reliance on artificial light during daytime hours;
2. Lighting fixtures that are energy efficient and used with Energy Star rated bulbs; and
3. Room lighting and switching will have occupancy sensors to reduce electrical consumption when rooms are unoccupied.

As the need and opportunity for facility upgrades and maintenance arise in the future and the company becomes cash flow positive, Sanctuary will continue to evaluate strategies to reduce electric demand.



Opportunities for Engagement with Energy Efficiency Programs

Sanctuary also plans on engaging with energy efficiency programs offered by Mass Save and the Massachusetts Clean Energy Center and will coordinate with municipal officials to identify other potential energy saving programs and initiatives. Sanctuary will also coordinate with its utility companies to explore any energy efficiency options available to Sanctuary.



PLAN FOR SEPARATING RECREATIONAL FROM MEDICAL OPERATIONS

Sanctuary Medicinals, Inc. (“Sanctuary”) has developed plans and procedures to ensure virtual and physical separation between medical and adult use marijuana operations in accordance with the requirements of 935 CMR 500.000 and 935 CMR 501.000.

Prior to the point of sale or at the point of sale, Sanctuary will designate whether marijuana and/or Marijuana Products are intended for sale for adult use or medical use through Metrc. All marijuana and Marijuana Products will be transferred to the appropriate license within Metrc prior to sale. After the point of sale, Sanctuary will reconcile that inventory in Metrc.

Sanctuary will ensure that registered patients have access to a sufficient quantity and variety of medical marijuana and marijuana products. For the first six (6) months of operations, 35% of Sanctuary’s marijuana product inventory will be marked for medical use and reserved for registered patients. Thereafter, Sanctuary will maintain a quantity and variety of medical marijuana products for registered patients that is sufficient to meet the demand indicated by an analysis of sales data collected during the preceding six (6) months. Marijuana products reserved for patient supply will, unless unreasonably impracticable, reflect the actual types and strains of marijuana products documented during the previous six (6) months. If a substitution must be made, the substitution will reflect the type and strain no longer available as closely as possible.

On a biannual basis, Sanctuary will submit to the Commission an inventory plan to reserve a sufficient quantity and variety of medical marijuana and marijuana products for registered patients, based on reasonably anticipated patient needs as documented by sales records over the preceding six (6) months. On each occasion that the supply of any product within the reserved patient supply is exhausted and a reasonable substitution cannot be made, Sanctuary will submit a report to the Commission. Marijuana products reserved for patient supply will be either: (1) maintained on-site at Sanctuary’s retailer or easily accessible at another Sanctuary location and transferable to the retailer location within 48 hours of notification that the on-site supply has been exhausted. Sanctuary will perform audits of patient supply available on a weekly basis and retain those records for a period of six (6) months. Sanctuary 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.

In addition to virtual separation, Sanctuary will provide for physical separation between the medical and adult use sales areas. A temporary or semi-permanent physical barrier, such as a stanchion or other divider, will be installed to create separate, clearly marked lines for patients/caregivers and adult-use consumers. Trained marijuana establishment agents will verify the age of all individuals, as well as the validity of any Medical Use of Marijuana Program ID Cards, upon entry to the facility and direct them to the appropriate queue. Sanctuary’s agents will prioritize patient and caregiver identification verification and physical entry into the retail area.

Access to the adult-use marijuana queue will be limited to individuals 21 years of age or older, regardless of if the individual is registered as a patient/caregiver. Registered patients under the age of 21 will only have access to the medical marijuana queue. A registered patient/caregiver 21 years of age or older will be permitted to access either queue and will not be limited only to the



medical marijuana queue, so long as the transaction can be recorded in accordance with 935 CMR 501.105.

Sanctuary will also provide an enclosed patient consultation area that is separate from the sales floor to allow privacy and for confidential visual and auditory consultation. The patient consultation area will have signage stating “Consultation Area” and will be accessible by patients and caregivers without having to traverse a Limited Access area.

Sanctuary will also maintain separate financial records for adult-use products and medical products to ensure compliance with the applicable tax laws.



PLAN FOR RESTRICTING ACCESS TO AGE 21 AND OLDER

Pursuant to 935 CMR 500.050(8)(b), Sanctuary Medicinals, Inc. (“Sanctuary”) will only be accessible to individuals, visitors, and agents who are 21 years of age or older with a verified and valid government-issued photo ID. For any individual who is younger than 21 years old but 18 years of age or older, they shall not be admitted unless they produce an active medical registration card issued by the Medical Use of Marijuana Program or DPH. If the individual is younger than 18 years old, he or she shall not be admitted unless they produce an active medical registration card and they are accompanied by a personal caregiver with an active medical registration card. In addition to the medical registration card, registered qualifying patients 18 years of age and older and personal caregivers must also produce proof of identification. Upon entry into the premises of the marijuana establishment by an individual, visitor, or agent, a Sanctuary agent will immediately inspect the person’s proof of identification and determine the person’s age, in accordance with 935 CMR 500.140(2).

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

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

DIVERSITY PLAN

Statement of Purpose

Sanctuary Medicinals, Inc. (“Sanctuary”) is committed to promoting equity in its Marijuana Establishment operations throughout the Commonwealth. Through this commitment, Sanctuary seeks to adopt diversity goals and programs that allow for meaningful participation of women, minorities, veterans, people with disabilities, and people who identify as LGBTQ+ at Sanctuary.

Goals

In order for Sanctuary to promote equity for the above-listed groups in its operations, Sanctuary has established the following goals:

- Hiring such that Sanctuary’s staff is comprised of at least the following:
 - a. 30% women;
 - b. 20% minorities;
 - c. 5% LGBTQ+;
 - d. 5% veterans; and
 - e. 5% people with disabilities.
- Implementing an annual training program for all employees regarding diversity, equity, and inclusion principles;
- Promoting equity initiatives in the communities it serves by partnering with and supporting Steps to Success via annual donations of no less than \$2000.

Programs

Sanctuary has developed specific programs to effectuate its stated goals to promote diversity and equity in its operations, which will include the following:

- Engaging in hiring efforts such that jobs are posted (as they become available, but not less than annually) with publications and job resource websites focused on diversity hiring, including Blackjobs.com, United Latino Job Bank, LatPro.com, Black Career Network, HBCU Connect, Asian Hires, NAAAP Career Center, iHispano, Diversity Inc., and Diversity Job Board.
- Requiring that each employee complete DEI training (upon hire and each year thereafter). Topics covered during such trainings will include unconscious bias in the workplace. Such training will become a part of each employee’s personnel file.
- Giving annual donations of \$2000 to Steps to Success, a charitable organization that promotes equity for students from low-income families in Brookline by expanding their horizons, building upon their skills, and supporting their educational journey in order to maximize their life choices. While Brookline is one of Massachusetts' wealthiest towns, it also suffers from deep income inequality, and poverty disproportionately affects people of color in Brookline. Accordingly, 87% of Steps to Success’s students are students of color. Sanctuary supports Steps to Success in an effort to address community equity initiatives.

Measurements

The Human Resources Department will administer the Plan and will be responsible for

developing measurable outcomes to ensure Sanctuary continues to meet its commitments. Such measurable outcomes, in accordance with Sanctuary's goals and programs described above, include:

- Completing voluntary employee surveys that evidence Sanctuary's employee demographics;
- Documenting any job advertisements placed with publications and job resource websites focused on diversity hiring;
- Evidencing all employee trainings on DEI concepts and initiatives; and
- Recording any and all charitable contributions made to Steps to Success.

Beginning upon receipt of Sanctuary's first Provisional License from the Commission to operate a marijuana establishment in the Commonwealth, Sanctuary will utilize the proposed measurements to assess its Plan and will account for demonstrating proof of success or progress of the Plan upon the yearly renewal of the license. The Human Resources Department will review and evaluate Sanctuary's measurable outcomes no less than twice annually to ensure that Sanctuary is meeting its commitments. Sanctuary is mindful that demonstration of the Plan's progress and success will be submitted to the Commission upon renewal.

Acknowledgements

- Sanctuary will adhere to the requirements set forth in 935 CMR 500.105(4) which provides the permitted and prohibited advertising, branding, marketing, and sponsorship practices of every Marijuana Establishment.
- Any actions taken, or programs instituted, by Sanctuary will not violate the Commission's regulations with respect to limitations on ownership or control or other applicable state laws.
- As identified above, Sanctuary intends to donate to Steps to Success and acknowledges that Steps to Success has been contacted and will receive the donation described herein.



November 14, 2022

Dear Kera and Sanctuary Medicinals,

On behalf of Steps to Success, thank you for your continued partnership. Per your request, I am writing to confirm that we are able and willing to accept donations from Sanctuary. Please feel free to follow up with any questions or concerns. Steps looks forward to teaming up and making an impact in 2023.

Appreciatively,

A handwritten signature in black ink, appearing to read "Tom McGrath", written over a faint, light-colored signature line.

Tom McGrath
Development and Communications Associate
Steps to Success, Inc.