



Massachusetts Cannabis Control Commission

Marijuana Cultivator

General Information:

License Number: MC281599
Original Issued Date: 12/17/2019
Issued Date: 12/08/2022
Expiration Date: 01/22/2024

ABOUT THE MARIJUANA ESTABLISHMENT

Business Legal Name: 140 Industrial Road, LLC

Phone Number: 508-479-3506 Email Address: charlie@nativesuncannabis.com

Business Address 1: 140 Industrial Road

Business Address 2:

Business City: Fitchburg

Business State: MA

Business Zip Code: 01420

Mailing Address 1: 77 Rumford Ave

Mailing Address 2:

Mailing City: Waltham

Mailing State: MA

Mailing Zip Code: 02453

CERTIFIED DISADVANTAGED BUSINESS ENTERPRISES (DBES)

Certified Disadvantaged Business Enterprises (DBEs): Not a DBE

PRIORITY APPLICANT

Priority Applicant: no

Priority Applicant Type: Not a Priority Applicant

Economic Empowerment Applicant Certification Number:

RMD Priority Certification Number:

RMD INFORMATION

Name of RMD: Native Sun Wellness, Inc

Department of Public Health RMD Registration Number:

Operational and Registration Status: Obtained Provisional Certificate of Registration only

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: 38.7

Percentage Of Control: 33.3

Role: Manager

Other Role: Manager and 100% owner of Native Sun Holdings, LLC

First Name: Timothy

Last Name: Caraboolad

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: 41.4

Percentage Of Control: 33.3

Role: Manager

Other Role: owner & member of board of managers of Native Sun Holdings, LLC

First Name: Geoffrey

Last Name: Caraboolad

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:

9.9

Role: Other (specify)

Other Role: Owner, Chief Financial Officer, Treasurer, Secretary, & member of board of managers of Native Sun Holdings, LLC

First Name: Geoffrey

Last Name: Bernstein

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 4

Percentage Of

Percentage Of Control: 33.3

Ownership: 0.09

Role: Manager

Other Role: Manager of 140 Industrial Road LLC; indirect control as a director and officer of various holding and parent companies. CEO, Director, and Chairman of PrimeTime Holdings (BC)

First Name: Gregory

Last Name: Crowe

Suffix:

Gender: Male

User Defined Gender:

What is this person's race or ethnicity?: Asian (Chinese, Filipino, Asian Indian, Vietnamese, Korean, Japanese)

Specify Race or Ethnicity:

Person with Direct or Indirect Authority 5

Percentage Of Ownership:

Percentage Of Control:

Role: Other (specify)

Other Role: COO of PrimeTime Holdings

First Name: James

Last Name: Skubic

Suffix:

Gender: Male

User Defined Gender:

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

Specify Race or Ethnicity:

Person with Direct or Indirect Authority 6

Percentage Of Ownership:

Percentage Of Control:

0.01

Role: Other (specify)

Other Role: CFO and Secretary PrimeTime Holdings (BC); Director, Chairman, CFO, and Secretary PrimeTime Holdings (DE)

First Name: Giovanni

Last Name: Norero

Suffix:

Gender: Male

User Defined Gender:

Date generated: 04/05/2023

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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 7

Percentage Of Ownership: 0.09

Percentage Of Control:

Role: Other (specify)

Other Role: President PrimeTimeHoldings (BC), CEO and President PrimeTime Holdings (DE)

First Name: Max

Last Name: Albert

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 8

Percentage Of Ownership:

Percentage Of Control:

Role: Other (specify)

Other Role: Director - PrimeTime Holdings (BC)

First Name: Roger

Last Name: Dent

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 9

Percentage Of Ownership:

Percentage Of Control:

Role: Other (specify)

Other Role: Director - PrimeTime Holdings (BC)

First Name: Kevin

Last Name: Mahoney

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 10

Percentage Of Ownership:

Percentage Of Control:

Role: Other (specify)

Other Role: Director - PrimeTime Holdings (BC)

First Name: John

Last Name: Bell

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 11

Percentage Of Ownership:

Percentage Of Control:

Role: Other (specify)

Other Role: Director - PrimeTime Holdings (BC)

First Name: Mong Tak

Last Name: Lau

Suffix:

Gender: Male

User Defined Gender:

What is this person's race or ethnicity?: Asian (Chinese, Filipino, Asian Indian, Vietnamese, Korean, Japanese)

Specify Race or Ethnicity:

ENTITIES WITH DIRECT OR INDIRECT AUTHORITY

Entity with Direct or Indirect Authority 1

Percentage of Control:

Percentage of Ownership:

Entity Legal Name: Native Sun Holdings, LLC	Entity DBA:	DBA City:
Entity Description: Holding Company and sole shareholder of Native Sun MFG LLC		
Foreign Subsidiary Narrative:		
Entity Phone:	Entity Email:	Entity Website: www.nativesuncannabis.com
Entity Address 1:	Entity Address 2:	
Entity City:	Entity State:	Entity Zip Code:
Entity Mailing Address 1:	Entity Mailing Address 2:	
Entity Mailing City:	Entity Mailing State:	Entity Mailing Zip Code:
Relationship Description: Native Sun Holdings, LLC is the Management Company and Sole Shareholder of Native Sun MFG LLC that exercises authority of a shareholder pursuant to M.G.L. Ch. 156D.		

Entity with Direct or Indirect Authority 2

Percentage of Control: 90.01	Percentage of Ownership: 90.01	
Entity Legal Name: Native Sun MFG, LLC	Entity DBA:	DBA City:
Entity Description: Massachusetts LLC		
Foreign Subsidiary Narrative:		
Entity Phone:	Entity Email:	Entity Website: www.nativesuncannabis.com
Entity Address 1:	Entity Address 2:	
Entity City:	Entity State:	Entity Zip Code:
Entity Mailing Address 1:	Entity Mailing Address 2:	
Entity Mailing City:	Entity Mailing State:	Entity Mailing Zip Code:
Relationship Description: Native Sun MFG, LLC is a Management Company that has 90.01% direct control and ownership of 140 Industrial Road, LLC		

Entity with Direct or Indirect Authority 3

Percentage of Control: 9.99	Percentage of Ownership: 9.99	
Entity Legal Name: PrimeTime Massachusetts Cultivation, LLC	Entity DBA:	DBA City:
Entity Description: Massachusetts LLC; Holds interest in 140 Industrial Road, LLC		
Foreign Subsidiary Narrative: PrimeTime Massachusetts Cultivation, LLC is a subsidiary of PrimeTime Holdings, Inc. (U.S.). PrimeTime Holdings, Inc. (U.S.) is a subsidiary of PrimeTime Holdings, Inc. (B.C.).		
Entity Phone:	Entity Email:	Entity Website: https://www.primetimecap.com/
Entity Address 1:	Entity Address 2:	
Entity City:	Entity State:	Entity Zip Code:
Entity Mailing Address 1:	Entity Mailing Address 2:	
Entity Mailing City:	Entity Mailing State:	Entity Mailing Zip Code:
Relationship Description: 9.99% direct owner of 140 Industrial Road, LLC		

Entity with Direct or Indirect Authority 4

Percentage of Control:	Percentage of Ownership:	
Entity Legal Name: PrimeTime Holdings, Inc. (US)	Entity DBA:	DBA City:

Entity Description: Delaware corporation

Foreign Subsidiary Narrative: PrimeTime Massachusetts Cultivation, LLC is wholly owned by PrimeTime Holdings, Inc. (U.S.).

PrimeTime Holdings, Inc. (U.S.) is a subsidiary of PrimeTime Holdings, Inc. (B.C.).

Entity Phone: **Entity Email:** **Entity Website:** <https://www.primetimecap.com/>

Entity Address 1: **Entity Address 2:**

Entity City: **Entity State:** **Entity Zip Code:**

Entity Mailing Address 1: **Entity Mailing Address 2:**

Entity Mailing City: **Entity Mailing State:** **Entity Mailing Zip Code:**

Relationship Description: i. 100% Owner and Managing Member of PrimeTime Massachusetts Cultivation, LLC, and
ii. U.S. parent company

Entity with Direct or Indirect Authority 5

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

Entity Legal Name: PrimeTime Holdings, Inc. (BC) **Entity DBA:** **DBA City:**

Entity Description: British Columbia corporation

Foreign Subsidiary Narrative: PrimeTime Massachusetts Cultivation, LLC is wholly owned by PrimeTime Holdings, Inc. (U.S.).

PrimeTime Holdings, Inc. (U.S.) is wholly owned of PrimeTime Holdings, Inc. (B.C.).

Entity Phone: **Entity Email:** **Entity Website:** <https://www.primetimecap.com/>

Entity Address 1: **Entity Address 2:**

Entity City: **Entity State:** **Entity Zip Code:**

Entity Mailing Address 1: **Entity Mailing Address 2:**

Entity Mailing City: **Entity Mailing State:** **Entity Mailing Zip Code:**

Relationship Description: i. 100% Owner and Managing Member of 100% Owner of PrimeTime Holdings, Inc. (US), and
ii. British Columbia parent company

CLOSE ASSOCIATES AND MEMBERS

No records found

CAPITAL RESOURCES - INDIVIDUALS

Individual Contributing Capital 1

First Name: Timothy **Last Name:** Caraboolad **Suffix:**

Types of Capital: Monetary/
Equity **Other Type of Capital:** **Total Value of the Capital Provided:** \$15000 **Percentage of Initial Capital:** 100

Capital Attestation: Yes

CAPITAL RESOURCES - ENTITIES

No records found

BUSINESS INTERESTS IN OTHER STATES OR COUNTRIES

No records found

DISCLOSURE OF INDIVIDUAL INTERESTS

Individual 1

First Name: Timothy **Last Name:** Caraboolad **Suffix:**

Marijuana Establishment Name: Native Sun Wellness, Inc. **Business Type:** Marijuana Retailer

Marijuana Establishment City: Hudson **Marijuana Establishment State:** MA

Individual 2

First Name: Timothy	Last Name: Caraboolad	Suffix:
Marijuana Establishment Name: 140 Industrial Road, LLC	Business Type: Marijuana Product Manufacture	
Marijuana Establishment City: Fitchburg	Marijuana Establishment State: MA	

Individual 3

First Name: Timothy	Last Name: Caraboolad	Suffix:
Marijuana Establishment Name: Holland Brands NA, LLC	Business Type: Marijuana Retailer	
Marijuana Establishment City: North Attleborough	Marijuana Establishment State: MA	

Individual 4

First Name: Geoffrey	Last Name: Caraboolad	Suffix:
Marijuana Establishment Name: Native Sun Wellness, Inc.	Business Type: Marijuana Retailer	
Marijuana Establishment City: Hudson	Marijuana Establishment State: MA	

Individual 5

First Name: Geoffrey	Last Name: Caraboolad	Suffix:
Marijuana Establishment Name: 140 Industrial Road, LLC	Business Type: Marijuana Product Manufacture	
Marijuana Establishment City: Fitchburg	Marijuana Establishment State: MA	

Individual 6

First Name: Geoffrey	Last Name: Caraboolad	Suffix:
Marijuana Establishment Name: Holland Brands NA, LLC	Business Type: Marijuana Retailer	
Marijuana Establishment City: North Attleborough	Marijuana Establishment State: MA	

Individual 7

First Name: Geoffrey	Last Name: Bernstein	Suffix:
Marijuana Establishment Name: Native Sun Wellness, Inc.	Business Type: Marijuana Retailer	
Marijuana Establishment City: Hudson	Marijuana Establishment State: MA	

Individual 8

First Name: Geoffrey	Last Name: Bernstein	Suffix:
Marijuana Establishment Name: 140 Industrial Road, LLC	Business Type: Marijuana Product Manufacture	
Marijuana Establishment City: Fitchburg	Marijuana Establishment State: MA	

Individual 9

First Name: Geoffrey	Last Name: Bernstein	Suffix:
Marijuana Establishment Name: Holland Brands NA, LLC	Business Type: Marijuana Retailer	
Marijuana Establishment City: North Attleborough	Marijuana Establishment State: MA	

Individual 10

First Name: Timothy	Last Name: Caraboolad	Suffix:
Marijuana Establishment Name: Native Sun Braintree, LLC	Business Type: Other	
Marijuana Establishment City: Braintree	Marijuana Establishment State: MA	

Individual 11

First Name: Geoffrey	Last Name: Bernstein	Suffix:
Marijuana Establishment Name: Native Sun Braintree, LLC	Business Type: Other	
Marijuana Establishment City: Braintree	Marijuana Establishment State: MA	

First Name: Timothy	Last Name: Caraboolad	Suffix:
Marijuana Establishment Name: Holland Brands South Boston, LLC	Business Type: Marijuana Retailer	
Marijuana Establishment City: Boston	Marijuana Establishment State: MA	

First Name: Geoffrey	Last Name: Caraboolad	Suffix:
Marijuana Establishment Name: Holland Brands South Boston, LLC	Business Type: Marijuana Retailer	
Marijuana Establishment City: Boston	Marijuana Establishment State: MA	

First Name: Gregory	Last Name: Crowe	Suffix:
Marijuana Establishment Name: 140 Industrial Road, LLC	Business Type: Marijuana Product Manufacture	
Marijuana Establishment City: Fitchburg	Marijuana Establishment State: MA	

First Name: James	Last Name: Skubic	Suffix:
Marijuana Establishment Name: 140 Industrial Road, LLC	Business Type: Marijuana Product Manufacture	
Marijuana Establishment City: Fitchburg	Marijuana Establishment State: MA	

First Name: Giovanni	Last Name: Norero	Suffix:
Marijuana Establishment Name: 140 Industrial Road, LLC	Business Type: Marijuana Product Manufacture	
Marijuana Establishment City: Fitchburg	Marijuana Establishment State: MA	

First Name: Max	Last Name: Albert	Suffix:
Marijuana Establishment Name: 140 Industrial Road, LLC	Business Type: Marijuana Product Manufacture	
Marijuana Establishment City: Fitchburg	Marijuana Establishment State: MA	

First Name: Roger	Last Name: Dent	Suffix:
Marijuana Establishment Name: 140 Industrial Road, LLC	Business Type: Marijuana Product Manufacture	
Marijuana Establishment City: Fitchburg	Marijuana Establishment State: MA	

First Name: Kevin	Last Name: Mahoney	Suffix:
Marijuana Establishment Name: 140 Industrial Road, LLC	Business Type: Marijuana Product Manufacture	
Marijuana Establishment City: Fitchburg	Marijuana Establishment State: MA	

First Name: John	Last Name: Bell	Suffix:
Marijuana Establishment Name: 140 Industrial Road, LLC	Business Type: Marijuana Product Manufacture	
Marijuana Establishment City: Fitchburg	Marijuana Establishment State: MA	

First Name: Mong Tak Herrick	Last Name: Lau	Suffix:
Marijuana Establishment Name: 140 Industrial Road, LLC	Business Type: Marijuana Product Manufacture	
Marijuana Establishment City: Fitchburg	Marijuana Establishment State: MA	

Individual 22

First Name: Gregory	Last Name: Crowe	Suffix:
Marijuana Establishment Name: East Boston Bloom, LLC	Business Type: Marijuana Retailer	
Marijuana Establishment City: Boston	Marijuana Establishment State: MA	

Individual 23

First Name: James	Last Name: Skubic	Suffix:
Marijuana Establishment Name: East Boston Bloom, LLC	Business Type: Marijuana Retailer	
Marijuana Establishment City: Boston	Marijuana Establishment State: MA	

Individual 24

First Name: Giovanni	Last Name: Norero	Suffix:
Marijuana Establishment Name: East Boston Bloom, LLC	Business Type: Marijuana Retailer	
Marijuana Establishment City: Boston	Marijuana Establishment State: MA	

Individual 25

First Name: Max	Last Name: Albert	Suffix:
Marijuana Establishment Name: East Boston Bloom, LLC	Business Type: Marijuana Retailer	
Marijuana Establishment City: Boston	Marijuana Establishment State: MA	

Individual 26

First Name: Roger	Last Name: Dent	Suffix:
Marijuana Establishment Name: East Boston Bloom, LLC	Business Type: Marijuana Retailer	
Marijuana Establishment City: Boston	Marijuana Establishment State: MA	

Individual 27

First Name: Kevin	Last Name: Mahoney	Suffix:
Marijuana Establishment Name: East Boston Bloom, LLC	Business Type: Marijuana Retailer	
Marijuana Establishment City: Boston	Marijuana Establishment State: MA	

Individual 28

First Name: John	Last Name: Bell	Suffix:
Marijuana Establishment Name: East Boston Bloom, LLC	Business Type: Marijuana Retailer	
Marijuana Establishment City: Boston	Marijuana Establishment State: MA	

Individual 29

First Name: Mong Tak Herrick	Last Name: Lau	Suffix:
Marijuana Establishment Name: East Boston Bloom, LLC	Business Type: Marijuana Retailer	
Marijuana Establishment City: Boston	Marijuana Establishment State: MA	

MARIJUANA ESTABLISHMENT PROPERTY DETAILS

Establishment Address 1: 140 Industrial Road

Establishment Address 2:

Establishment City: Fitchburg Establishment Zip Code: 01420

Approximate square footage of the Establishment: 72000 How many abutters does this property have?: 6

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

Cultivation Tier: Tier 05: 30,001 to 40,000 sq. ft

Cultivation Environment: Indoor

FEE QUESTIONS

Cultivation Tier: Tier 05: 30,001 to 40,000 sq. ft Cultivation Environment: Indoor

HOST COMMUNITY INFORMATION

Host Community Documentation:

Document Category	Document Name	Type	ID	Upload Date
Community Outreach Meeting Documentation	Fitchburg Community outreach packet Jul 3, 2018.compressed.pdf	pdf	5b7c82f9185bb22d71065ef4	08/21/2018
Certification of Host Community Agreement	Fitchburg Host Agreement Certification Form - Executed.pdf	pdf	5b7c88460d95792d85f429ec	08/21/2018
Plan to Remain Compliant with Local Zoning	Plan to remain compliant with local zoning - Fitchburg C.pdf	pdf	5b7f24c0d389b22d7bd64034	08/23/2018

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.: \$0.01

PLAN FOR POSITIVE IMPACT

Plan to Positively Impact Areas of Disproportionate Impact:

Document Category	Document Name	Type	ID	Upload Date
Plan for Positive Impact	Positive Impact Plan - Native Sun Wellness - Rev2 With ullian edits.pdf	pdf	5cee9ef2748dc71348c36b00	05/29/2019

ADDITIONAL INFORMATION NOTIFICATION

Notification: I Understand

INDIVIDUAL BACKGROUND INFORMATION

Individual Background Information 1

Role: Other Role:
First Name: Timothy Last Name: Caraboolad Suffix:
RMD Association: RMD Owner
Background Question: no

Individual Background Information 2

Role: Other Role:
First Name: Geoffrey Last Name: Caraboolad Suffix:
RMD Association: Not associated with an RMD
Background Question: no

Individual Background Information 3

Role: Other Role:
First Name: Geoffrey Last Name: Bernstein Suffix:
RMD Association: RMD Owner
Background Question: no

Individual Background Information 4

Role: **Other Role:**
First Name: Gregory **Last Name:** Crowe **Suffix:**
RMD Association: Not associated with an RMD
Background Question: no

Individual Background Information 5

Role: **Other Role:**
First Name: James **Last Name:** Skubic **Suffix:**
RMD Association: Not associated with an RMD
Background Question: no

Individual Background Information 6

Role: **Other Role:**
First Name: Giovanni **Last Name:** Norero **Suffix:**
RMD Association: Not associated with an RMD
Background Question: no

Individual Background Information 7

Role: **Other Role:**
First Name: Max **Last Name:** Albert **Suffix:**
RMD Association: Not associated with an RMD
Background Question: no

Individual Background Information 8

Role: **Other Role:**
First Name: Roger **Last Name:** Dent **Suffix:**
RMD Association: Not associated with an RMD
Background Question: no

Individual Background Information 9

Role: **Other Role:**
First Name: Kevin **Last Name:** Mahoney **Suffix:**
RMD Association: Not associated with an RMD
Background Question: no

Individual Background Information 10

Role: **Other Role:**
First Name: John **Last Name:** Bell **Suffix:**
RMD Association: Not associated with an RMD
Background Question: no

Individual Background Information 11

Role: **Other Role:**
First Name: Mong Tak **Last Name:** Lau **Suffix:**
RMD Association: Not associated with an RMD
Background Question: no

ENTITY BACKGROUND CHECK INFORMATION

Date generated: 04/05/2023

Entity Background Check Information 1

Role: Parent Company

Other Role:

Entity Legal Name: Native Sun Holdings, LLC

Entity DBA:

Entity Description: Holding Company

Phone: 508-479-3506

Email: info@nativesunwellness.com

Primary Business Address 1: 77 Rumford Ave.

Primary Business Address 2: Suite 7

Primary Business City: Waltham

Primary Business State: MA

Principal Business Zip Code:
02453

Additional Information: Native Sun Holdings, LLC is the Parent Company and Sole Shareholder of Native Sun MFG, LLC. that exercises authority of a shareholder pursuant to M.G.L Ch. 156D

Entity Background Check Information 2

Role: Partner

Other Role:

Entity Legal Name: 140 Industrial Road, LLC

Entity DBA:

Entity Description: Massachusetts LLC - Please change Entity Legal Name to Native Sun MFG, LLC

Phone: 508-479-3506

Email: info@nativesunwellness.com

Primary Business Address 1: 140 Industrial Road

Primary Business Address 2:

Primary Business City: Fitchburg

Primary Business State: MA

Principal Business Zip
Code: 01420

Additional Information: Entity Legal name should be Native Sun MFG, LLC - step 3 of this application MCR140393 shows Native Sun MFG, LLC for Entity 2

Entity Background Check Information 3

Role: Partner

Other Role:

Entity Legal Name: PrimeTime Massachusetts Cultivation, LLC

Entity DBA:

Entity Description: Holds interest in 140 Industrial Road, LLC

Phone: 386-315-0486

Email: gio@primetimecap.com

Primary Business Address 1: 1421 ABBOT KINNEY BLVD

Primary Business Address 2: FL 2

Primary Business City: VENICE

Primary Business State: CA

Principal Business Zip Code: 90291

Additional Information:

Entity Background Check Information 4

Role: Parent Company

Other Role:

Entity Legal Name: PrimeTime Holdings, Inc. (US)

Entity DBA:

Entity Description: U.S. parent company to PrimeTime Massachusetts Cultivation, LLC

Phone: 386-315-0486

Email: gio@primetimecap.com

Primary Business Address 1: 1421 ABBOT KINNEY BLVD

Primary Business Address 2: FL 2

Primary Business City: VENICE

Primary Business State: CA

Principal Business Zip Code:
90291

Additional Information:

Entity Background Check Information 5

Role: Parent Company

Other Role:

Entity Legal Name: PrimeTime Holdings, Inc. (BC)

Entity DBA:

Entity Description: Canadian parent company of PrimeTime Holdings, Inc. (U.S)

Phone: 386-315-0486		Email: gio@primetimecap.com	
Primary Business Address 1: 400 BURRARD STREET SUITE 1050		Primary Business Address 2: BRITISH COLUMBIA, CANADA V6C3A6	
Primary Business City: VANCOUVER	Primary Business State: MA	Principal Business Zip Code: 00000	
Additional Information:			

MASSACHUSETTS BUSINESS REGISTRATION

Required Business Documentation:

Document Category	Document Name	Type	ID	Upload Date
Articles of Organization	Native Sun Wellness Articles of Conversion.pdf	pdf	5b4d1f88a18777320b0d808c	07/16/2018
Bylaws	Native Sun Wellness by-laws.pdf	pdf	5b4d1f8b5ed31d3ecdee944d	07/16/2018
Secretary of Commonwealth - Certificate of Good Standing	MA Secretary of State Certificate of Good Standing - NSW.pdf	pdf	5b7f2f5c03a477392d0a321f	08/23/2018
Department of Revenue - Certificate of Good standing	MA DOR letter of good standing (2).pdf	pdf	5b7f2f5f185bb22d7106625b	08/23/2018

Certificates of Good Standing:

Document Category	Document Name	Type	ID	Upload Date
Secretary of Commonwealth - Certificate of Good Standing	140 Industrial Road LLC_SOC COGS_Secretary of the Commonwealth Certificate of Good Standing.pdf	pdf	636cfbdb34b64800083adf39	11/10/2022
Department of Unemployment Assistance - Certificate of Good standing	140I Certificate of Good Standing - Unemployment .pdf	pdf	636cfbdee78dd30008b78118	11/10/2022
Department of Revenue - Certificate of Good standing	140 Industrial DOR COGS_10.31.2022.pdf	pdf	636cfbfde78dd30008b781a6	11/10/2022

Massachusetts Business Identification Number: 001334989

Doing-Business-As Name: Native Sun

DBA Registration City: Fitchburg

BUSINESS PLAN

Business Plan Documentation:

Document Category	Document Name	Type	ID	Upload Date
Proposed Timeline	2022 Updated Fitchburg Proposed Timeline.docx.pdf	pdf	636cfc5c34b64800083ae087	11/10/2022
Plan for Liability Insurance	Plan to Obtain Liability Insurance - 140 Industrial.pdf	pdf	636cfc6634b64800083ae0bb	11/10/2022
Business Plan	140I BUSINESS PLAN 11.14.22.docx.pdf	pdf	63739d6ea0fd020008b91ffb	11/15/2022

OPERATING POLICIES AND PROCEDURES

Policies and Procedures Documentation:

Document Category	Document Name	Type	ID	Upload Date
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Dispensing procedures	Dispensing Procedures (Retail) - 140 Industrial.pdf	pdf	636cfda34b64800083ae241	11/10/2022
Diversity plan	Diversity Plan - 140 Industrial.pdf	pdf	636cfddb34b64800083ae255	11/10/2022
Energy Compliance Plan	Energy Compliance Plan - 140 Industrial.pdf	pdf	636cfcdce78dd30008b7834b	11/10/2022
Inventory procedures	Inventory Procedures - 140 Industrial.pdf	pdf	636cfcd34b64800083ae269	11/10/2022
Maintaining of financial records	Maintaining of Financial Records - 140 Industrial.pdf	pdf	636cfcdfe78dd30008b7835f	11/10/2022
Personnel policies including background checks	Personnel Policies Including Background Checks - 140 Industrial.pdf	pdf	636cfd0ee78dd30008b783b3	11/10/2022
Restricting Access to age 21 and older	Plan for Restricting Access to Age 21 and Older - 140 Industrial.pdf	pdf	636cfd0f34b64800083ae311	11/10/2022
Separating recreational from medical operations, if applicable	Plan for Separating Recreational from Medical Operations - 140 Industrial..pdf	pdf	636cfd11e78dd30008b783ca	11/10/2022
Policies and Procedures for cultivating.	Policies and Procedures for Cultivation - 140 Industrial.docx.pdf	pdf	636cfd1234b64800083ae325	11/10/2022
Prevention of diversion	Prevention of Diversion - 140 Industrial.pdf	pdf	636cfd1434b64800083ae339	11/10/2022
Qualifications and training	Qualifications _ Training - 140 Industrial.pdf	pdf	636cfd34e78dd30008b783e5	11/10/2022
Quality control and testing	Quality Control and Testing - 140 Industrial.pdf	pdf	636cfd3534b64800083ae368	11/10/2022
Record Keeping procedures	Recordkeeping Procedures - 140 Industrial..pdf	pdf	636cfd36e78dd30008b78427	11/10/2022
Security plan	Security Plan - 140 Industrial.pdf	pdf	636cfd3734b64800083ae383	11/10/2022
Storage of marijuana	Storage of Marijuana - 140 Industrial.docx .pdf	pdf	636cfd3834b64800083ae3b6	11/10/2022
Transportation of marijuana	Transportation of Marijuana - 140 Industrial.docx .pdf	pdf	636cfd4ce78dd30008b78471	11/10/2022

ATTESTATIONS

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

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

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

Notification: I Understand

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

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 Agree

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

ADDITIONAL INFORMATION NOTIFICATION

Notification: I Understand

COMPLIANCE WITH POSITIVE IMPACT PLAN

Progress or Success Goal 1

Description of Progress or Success: While 140 Industrial Road LLC is not yet operational, it (and its affiliated companies) have begun outreach efforts with respect to its Positive Impact Plan. 140 Industrial will continue compliance with its Positive Impact Plan, including outreach efforts and donations, as it establishes its operations. 140 Industrial Road LLC acknowledges that compliance with its Positive Impact Plan is a requirement of the license renewal process.

The current copy of 140 Industrial's Positive Impact Plan is also attached herewith, as well as an updated letter from Making Opportunity Count, a non-profit organization located in Fitchburg which is the designated anti-poverty community action agency for over 30 cities within central Massachusetts that include Fitchburg & Worcester, which are deemed Areas of Disproportionate Impact. Making Opportunity Count's mission is to empower families to achieve economic security by eliminating barriers and creating opportunities. To alleviate poverty, MOC delivers a variety of services including child care, education, workforce development, nutrition, health, and community and housing support. 140 Industrial has been provided a letter from MOC stating that they accept support from 140 Industrial Road, LLC.

COMPLIANCE WITH DIVERSITY PLAN

Diversity Progress or Success 1

Description of Progress or Success: While 140 Industrial Road LLC is not yet operational, it (and its affiliated companies) have begun outreach efforts with respect to its Diversity Plan. 140 Industrial Road LLC will continue compliance with its Diversity Plan, including outreach efforts and hiring, as it establishes its operations. 140 Industrial Road LLC acknowledges that compliance with its Diversity Plan is a requirement of the license renewal process. The current copy of 140 Industrial Road LLC's Diversity Plan is also attached herewith.

HOURS OF OPERATION

Monday From: 6:00 AM	Monday To: 8:00 PM
Tuesday From: 6:00 AM	Tuesday To: 8:00 PM
Wednesday From: 6:00 AM	Wednesday To: 8:00 PM
Thursday From: 6:00 AM	Thursday To: 8:00 PM
Friday From: 6:00 AM	Friday To: 8:00 PM
Saturday From: 6:00 AM	Saturday To: 8:00 PM
Sunday From: 6:00 AM	Sunday To: 8:00 PM

Community Outreach Meeting Attestation Form

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

I, Mark Schuparra, (insert name) attest as an authorized representative of Native Sun Wellness (insert name of applicant) that the applicant has complied with the requirements of 935 CMR 500 and the guidance for licensed applicants on community outreach, as detailed below.

1. The Community Outreach Meeting was held on June 6th 2018 (insert date).
2. A copy of a notice of the time, place, and subject matter of the meeting, including the proposed address of the Marijuana Establishment, was published in a newspaper of general circulation in the city or town on May 30th 2018 (insert date), which was at least seven calendar days prior to the meeting. A copy of the newspaper notice is attached as Attachment A (please clearly label the newspaper notice in the upper right hand corner as Attachment A and upload it as part of this document).
3. A copy of the meeting notice was also filed on May 24th 2018 (insert date) with the city or town clerk, the planning board, the contracting authority for the municipality, and local licensing authority for the adult use of marijuana, if applicable. A copy of the municipal notice is attached as Attachment B (please clearly label the municipal notice in the upper right-hand corner as Attachment B and upload it as part of this document).
4. Notice of the time, place and subject matter of the meeting, including the proposed address of the Marijuana Establishment, was mailed on May 24th 2018 (insert date), which was at least seven calendar days prior to the community outreach meeting to abutters of the proposed address of the Marijuana Establishment, and residents within 300 feet of the property line of the petitioner as they appear on the most recent applicable tax list, notwithstanding that the land of any such owner is located in another city or town. A copy of one of the notices sent to abutters and parties of interest as described in this section is attached as Attachment C (please clearly label the municipal notice in the upper right hand corner as Attachment C and upload it as part of this document; please only include a copy of one notice and please black out the name and the address of the addressee).

5. Information was presented at the community outreach meeting including:
 - a. The type(s) of Marijuana Establishment to be located at the proposed address;
 - b. Information adequate to demonstrate that the location will be maintained securely;
 - c. Steps to be taken by the Marijuana Establishment to prevent diversion to minors;
 - d. A plan by the Marijuana Establishment to positively impact the community; and
 - e. Information adequate to demonstrate that the location will not constitute a nuisance as defined by law.
6. Community members were permitted to ask questions and receive answers from representatives of the Marijuana Establishment.

Sentinel & Enterprise MARKETPLACE

Public Notice

(Northern District Registry of Deeds)
Page 94; for breach of the conditions in said mortgage and for the purpose of foreclosing the same will be sold at Public Auction on June 20, 2018 at 3:00 PM Local Time upon the premises, directly in front of the building in which the unit is located, all and singular the premises described in said mortgage, to wit: The unit ("Unit") known as 42 Sheridan Street, Fitchburg, Massachusetts ("Building"), a condominium ("Condominium") established by the Ray Hachey, Inc. pursuant to Massachusetts General Laws, Chapter 183A, by Master Deed dated September 27, 2004, recorded with Worcester Northern Registry of Deeds in Book 5440, Page 1 ("Master Deed"), which Unit is shown on the floor plans ("Plans") of the Building recorded with the Master Deed in Book 5440, Pages 18, 19 and 20, and is shown on the copies of the Plans recorded with said Registry. The Unit has an undivided interest of 33 1/3% in the common-areas and facilities ("Common Elements") of the Condominium described in the Master Deed, attributable to the Unit. Subject to a first mortgage to Option One dated October 8, 2004 in the original principal amount of \$122,640 recorded with said Deeds. Subject to easements, restrictions and covenants of record if they affect the locus and are in full force and effect, expressly not intending nor meaning to extend the same in the event that they have expired by operation of law or otherwise. Meaning and intending to convey and hereby conveying the same premises conveyed to me/us by deed and recorded with Worcester North Registry of Deeds herewith, Book 5450, Page 24. The description of the property contained in the mortgage shall control in the event of a typographical error in this publication. For Mortgagor's Title see deed dated October 8, 2004, and recorded in the Worcester County (Northern District) Registry of Deeds in Book 5450, Page 24. Said Unit will be conveyed together with an undivided percentage interest in the Common Elements of said Condominium appurtenant to said Unit and together with all rights, easements, covenants and agreements as contained and referred to in the Declaration of Condominium, as amended. TERMS OF SALE: Said premises will be sold and conveyed subject to all liens, encumbrances, unpaid taxes, tax titles, municipal liens and assessments, if any, which take precedence over the said mortgage above described. FIVE THOUSAND (\$5,000.00) Dollars of the purchase price must be paid in cash, certified check, bank treasurer's or cashier's check at the time and place of the sale by the purchaser. The balance of the purchase price shall be paid in cash, certified check, bank treasurer's or cashier's check within thirty (30) days after the date of sale. Other terms to be announced at the sale.
Shechman Halperin Savage, LLP
1080 Main Street
Pawtucket, RI 02860
Attorney for Carrington Mortgage Services, LLC
Present Holder of the Mortgage
(401) 272-1400
May 23, 2018
June 6, 2018

Public Notice

124 Recreational Vehicles

assignment of said Registry of Deeds in Book 6818 & SONS mortgage was assigned from The Secretary of Housing and Urban Development to V Mortgage Acquisitions, LLC, by assignment dated February 23, 2016 and recorded with said Registry of Deeds in Book 8510, Page 118, said mortgage was assigned from V Mortgage Acquisitions, LLC, to Wilmington Trust, National Association, not in its individual capacity but solely as Trustee for VM Trust Series 2 by assignment dated February 25, 2016 and recorded with said Registry of Deeds in Book 8511, Page 197; for breach of the conditions in said mortgage and for the purpose of foreclosing the same will be sold at Public Auction on June 20, 2018 at 2:00 PM Local Time upon the premises, all and singular the premises described in said mortgage, to wit: A certain tract of land, with the buildings thereon, situated on the southeasterly side of Wells Court, Leominster, Mass., bounded and described as follows: Beginning at the northwesterly corner thereof at point on said Wells Court, at land now or formerly of one Aubuchon; Thence running by last named land South 61° E. 70 feet to land now or formerly of Alphonsine Valois; Thence by said Valois land S. 25° 40' W. 50 feet to southwesterly line of other land of said Valois; Thence Northwesterly 70 feet to said Wells Court; Thence N. 25° 40' E. by said Court about 50 feet to the place of beginning. Said premises are hereby conveyed together with right of way to Third Street, together with easement regarding sewer, water or gas pipes, and subject to reservation regarding right to drain water, all as set forth in deed recorded with Worcester Northern District Registry of Deeds, Book 426, Page 285. The description of the property contained in the mortgage shall control in the event of a typographical error in this publication. For Mortgagor's Title see deed dated July 14, 2008 and recorded in the Worcester County (Northern District) Registry of Deeds in Book 6761, Page 135. TERMS OF SALE: Said premises will be sold and conveyed subject to all liens, encumbrances, unpaid taxes, tax titles, municipal liens and assessments, if any, which take precedence over the said mortgage above described. FIVE THOUSAND (\$5,000.00) Dollars of the purchase price must be paid in cash, certified check, bank treasurer's or cashier's check at the time and place of the sale by the purchaser. The balance of the purchase price shall be paid in cash, certified check, bank treasurer's or cashier's check within thirty (30) days after the date of sale. Other terms to be announced at the sale.
Shechman Halperin Savage, LLP
1080 Main Street
Pawtucket, RI 02860
Attorney for Wilmington Trust, National Association, not in its individual capacity but solely as trustee for VM Trust Series 2
Present Holder of the Mortgage
(401) 272-1400
May 24, 31, 2018
June 7, 2018

238 Cement & Masonry

239 Chimney Repair

JOHN E. IERLAND
May 30, 2018
June 6, 2018
CITY OF FITCHBURG
Request for Proposals
Water Meters & Advanced Metering Infrastructure
18-360-C
The City of Fitchburg is seeking proposals for water meters and advanced metering infrastructure (AMI) hardware, software, and professional services for a fixed and/or cellular system. Proposals will be received at Fitchburg Municipal Offices, 166 Boulder Drive, Fitchburg, MA until June 21, 2018 at 11:00 A.M. and at that time and place opened and recorded. This solicitation is being conducted in accordance with the provisions of Massachusetts General Laws Chapter 30B, and any resulting contract will be strictly awarded in accordance with the requirements of the solicitation. The City of Fitchburg reserves the right to waive any informalities or irregularities in the proposals received, or to reject any and all proposals, wholly or in part. Specifications, Terms and Conditions and Forms may be obtained via the City's website at www.fitchburgma.gov, under Current Solicitations. Proposers shall examine all information and materials contained in and with this solicitation. Failure to do so shall be at the proposer's risk.
Mary A. Delaney
Chief Procurement Officer
May 30, 2018

315 Landscaping & Trees

452 Pets

clearance, removal, furniture removal, Prompt Service. We recycle.
Call the rest, Then the best
(978)342-6893

Spay/Neuter
Direct call
866-896-4979

Public Notice

NOTICE OF COMMUNITY OUTREACH MEETING
NATIVE SUN WELLNESS, INC.
Notice is hereby given that Native Sun Wellness, Inc. will hold a Community Outreach Meeting on June 6, 2018 at Fitchburg Central Fire Headquarters, Community Room, 33 North Street, Fitchburg, MA 01420 at 5:30 PM to discuss the proposed siting of an Adult Use Marijuana Cultivation and Product Manufacturing Establishment at 140 Industrial Road, Fitchburg in accordance with M.G.L. ch. 94G and the Massachusetts Cannabis Control Commission's regulations at 935 CMR 500.000 et seq. Topics to be discussed at the meeting will include, but not be limited to:
1. The type(s) of Adult-Use Marijuana Establishment(s) to be located at the proposed address;
2. Plans for maintaining a secure facility;
3. Plans to prevent diversion to minors;
4. Plans to positively impact the community; and
5. Plans to ensure the establishment will not constitute a nuisance to the community.
Interested members of the community are encouraged to ask questions and receive answers from project representatives about the proposed facility and operations. A copy of this notice has been published in a local newspaper at least seven (7) calendar days prior to the meeting and filed with the appropriate City entities. This notice was also mailed at least seven (7) calendar days prior to the meeting to abutters within 300 feet of the property line of the petitioner as they appear on the most recent applicable tax list.

May 30, 2018

Apts, Boats, Cars
From A to Z to sells in
Marketplace
866-896-4979

Clerk

**NOTICE OF COMMUNITY OUTREACH MEETING
NATIVE SUN WELLNESS, INC.**

FITCHBURG CITY CLERK

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5. Plans to ensure the establishment will not constitute a nuisance to the community.

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

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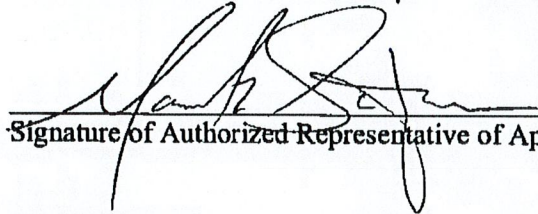
A copy of this notice has been published in a local newspaper at least seven (7) calendar days prior to the meeting and filed with the appropriate City entities. This notice was also mailed at least seven (7) calendar days prior to the meeting to abutters within 300 feet of the property line of the petitioner as they appear on the most recent applicable tax list.

Host Community Agreement Certification Form

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

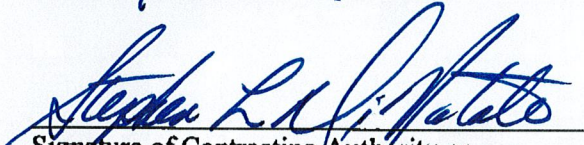
Applicant

I, Mark Schuparra, (insert name) certify as an authorized representative of Native Sun Wellness, Inc. (insert name of applicant) that the applicant has executed a host community agreement with The City of Fitchburg (insert name of host community) pursuant to G.L.c. 94G § 3(d) on JULY 20, 2018 (insert date).


Signature of Authorized Representative of Applicant

Host Community

I, Stephen L. DiNatale (insert name) certify that I am the contracting authority or have been duly authorized by the contracting authority for The City of Fitchburg (insert name of host community) to certify that the applicant and The City of Fitchburg (insert name of host community) has executed a host community agreement pursuant to G.L.c. 94G § 3(d) on July 20 2018 (insert date).


Signature of Contracting Authority or
Authorized Representative of Host Community

Plan to Remain Compliant with Local Zoning

Native Sun Wellness, Inc. (“NSW”) will remain compliant at all times with the local zoning requirements set forth in the the City of Fitchburg Zoning Ordinance Section 181.65.

In accordance with Section 181.6546, NSW’s proposed Cultivation facility is located in the Limited (Light) Industrial Zoning District (LI) designated for marijuana cultivation facility.

As required by Section 181.6542, NSW will apply for a Site Plan Review from the Planning Board.

In compliance with Zoning Ordinance Section 181.655, NSW will submit the following:

1. All materials required under Section 181.645 of this Zoning Ordinance for an MMD or MMM facility, with the exceptions that any reference within Section 181.645 to the Department of Public Health or regulations issued thereby shall be interpreted to refer to the CCC and its regulations, or any of the state regulation or statute applicable to the ME.
2. Proof of approval from the Commonwealth of Massachusetts for the proposed ME by submitting copies of all required registrations, licenses and permits issued to the applicant by the state and any of its agencies for the proposed ME.
3. The name, address, email address, and phone number of all designated Managers of the ME, together with a criminal background check of such Managers and other evidence of Moral Character.
4. Proof that the detailed security plan, operation and management plan, and emergency response plans have been submitted to the Fitchburg Police Department and the Department of Planning and Community Development for comment and review at the same time or prior to the submission of the application, and any comment or response received by the applicant.
5. Proof that the applicant provided notification in writing at the same time or prior to the submission of the application to all property owners and operators of the uses listed under 181.656(5) within three hundred (300) feet of its proposed location and use, to provide them with the opportunity to comment to the Planning Board, as well as any and all comment or response received by the applicant.
6. Evidence demonstrating that the ME will be operated in a responsible manner that does not materially adversely affect the public health, safety or the general welfare of the City or the immediate neighborhood where the ME is located. This may include but shall not be limited to evidence of Moral Character.

Furthermore, NSW will apply for--and comply with all conditions and standards set forth in--any other local permits required to operate a marijuana cultivation facility at the proposed location.

NSW has already attended several meetings with various municipal officials and boards to discuss NSW’s plans for a proposed marijuana cultivation facility and has executed a Host

Community Agreement with the City of Fitchburg. NSW will continue to work cooperatively with various municipal departments, boards, and officials to ensure that NSW's marijuana cultivation facility remains compliant with all local laws, regulations, rules, and codes with respect to design, construction, operation, and security.

NSW has also retained the law firm Vicente Sederberg LLC to assist with ongoing compliance with local zoning requirements.

Request for Records of Costs Related to 140 Industrial, LLC Operations in Fitchburg



Alicia Champagne <alicia@nativesunwellness.com>
to VPusateri, DMoran, MOHara, AAlford, Caitlyn, Charlie ▾

Tue, Sep 27, 8:00 AM ☆ ↶ ⋮

To Whom it May Concern,

Please be advised that as a requirement of 140 Industrial LLC's license renewal application for its marijuana establishment in the City of Fitchburg ("Fitchburg" or "City"), the Cannabis Control Commission (the "Commission") is requiring 140 Industrial, LLC to submit:

- (1) documentation that it requested from its Host Community the records of any cost to the City, whether anticipated or actual, resulting from the licensee's operation within its borders, and
- (2) any response received from the Host Community in connection with such request, and if no response is received, an attestation to that effect.

Accordingly, please accept this correspondence as 140 Industrial's formal request to the City of Fitchburg to produce the records of any cost, whether anticipated or actual, resulting from 140 Industrial operations within the City. Please note that a copy of this correspondence along with any response received from the City, or barring receipt of any response, an attestation to that effect, shall be submitted by 140 Industrial, LLC to the Commission. As the City is aware, in accordance with M.G.L. c. 94G, § 3(d), any cost to the City imposed by the operation of a Marijuana Establishment shall be documented and considered a public record as defined by M.G.L. c. 4, § 7, cl. 26.

Thank you for your attention to this matter, and do not hesitate to contact me with any questions you may have.

--
Alicia Champagne-Berge
Compliance Coordinator




(978)-201-5906 | 1320 South Washington St. North Attleboro, MA 02760
nativesunwellness.com | [@nativesuncannabis](https://twitter.com/nativesuncannabis)

↶ Reply ↶↶ Reply all ↷ Forward

140 INDUSTRIAL ROAD, LLC
MUNICIPAL RESPONSE ATTESTATION – FITCHBURG, MA

On behalf of 140 Industrial Road, LLC ("140 Industrial"), I, Alicia Champagne, do hereby certify the following:

- In accordance with the requirements of 140 Industrial's license renewal for its Marijuana Cultivation License, 140 Industrial requested from the City of Fitchburg (the "Host Community") the records of any cost to the Host Community, whether anticipated or actual, resulting from 140 Industrial's operation within its borders (the "Request").
- 140 Industrial submitted the Request to the Host Community on September 27th, 2022.
- As of the date of this attestation, 140 Industrial has not received a response from the Host Community with respect to the Request.
- 140 Industrial Road, LLC will reach out to the CCC if a response is received at a later date regarding Municipal Costs to the City of Fitchburg related to the operation of 140 Industrial Road, LLC.



Signature

11/08/2022

Date

Name: Alicia Champagne

Title: Compliance Coordinator - Native Sun

The Green Gateway Positive Impact Program

Introduction

This direct mentor-to-mentee program will be hosted in Fitchburg, a community that is an Area of Disproportionate Impact (ADI) as defined by the Commission. Native Sun Wellness, Inc has committed to funding the *Green Gateway Positive Impact Program* for a minimum of five years. Execution of this program will commence within three months of receipt of a final Marijuana Establishment license. Scheduled seminars will be promoted and advertised through print media, social media, poster campaigns, and any other means.

Acknowledgements

The applicant 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.

No actions taken, or programs instituted by the applicant will violate the Commission's regulations with respect to limitations on ownership or control or other applicable state laws.

No donation or program to support any specifically named organizations or the furtherance of their goals have been proposed as this is a direct mentor-to-mentee program.

Objectives

This program will meet the spirit and objectives of state law M.G.L. Ch. 94G §4 that requires LMEs to, *"...engage in processes and policies that promote and encourage full participation in the regulated cannabis industry by people from communities that have previously been disproportionately harmed by marijuana prohibition and enforcement and to positively impact those communities."*

The Commission has identified the groups this plan is intended to impact as the following:

- Past or present residents of the geographic ADI, which have been defined by the Commission and identified in its *Guidance for Identifying Areas of Disproportionate Impact*.
- Commission-designated Economic Empowerment Priority applicants;
- Commission-designated Social Equity Program participants;
- Massachusetts residents who have past drug convictions; and
- Massachusetts residents with parents or spouses who have drug convictions.
- The above persons are hereinafter be referred to as the Primary Target Group (PTG).

This program will achieve these objectives by providing PTG participants access to the following training, educational and mentorship resources:

- Access to **quarterly** training seminars (see seminar content below)
 - PTG participants will acquire or adapt some of the tools and skills necessary to achieve success as either an entrepreneur or employee within the licensed marijuana industry.
 - PTG participants will be empowered to better understand and recognize if, and where, their interest within the licensed marijuana industry lies.
 - PTG participants will have access to guidance and support in the job-seeking process for those looking to gain employment within the industry.

GREENGLOVE

Cannabis Business Consulting

- Provide PTG participants open access to expert, proactive, post-seminar mentorship and counseling, an online resource center providing links and information of use to both PTG entrepreneurs and those seeking employment in the licensed marijuana industry, and access to weekly group and individual conference calls with leading industry consultants and ancillary professionals
- An opportunity to participate in a wide-reaching quarterly survey designed to identify and overcome the obstacles to success in the industry, and thus make a positive impact on all those seeking to contribute or participate in the licensed marijuana industry.

Elements of the Program

The *Green Gateway Positive Impact Program* comprises three main elements:

One day seminar - This free, quarterly seminar will be conducted at a suitable venue in the City of Fitchburg which has been designated as an “Area of Disproportionate Impact” by the Commission. The objective of these seminars is to positively impact the City of Fitchburg and members of the PTG who live and work there, by providing participants with knowledge, resources, tools and guidance to strengthen, promote and empower their successful participation in this industry as an entrepreneur, business owner, or employee.

Seminar Content:

- Introduction
- A brief history of Marijuana regulation
- Federal Law, State Law, Regulations and Administrative Decisions
- The Cannabis Control Commission
- Developing your vision
- Developing your business plan
- The Application Process - Threading the needle
- Community Resources for Economic Development
- Home-Grown Cannabis regulations
- Employment in the Marijuana Industry
- Open Forum
- Next steps

Mentorship and Counseling - Seminar participants will be offered free, **ongoing** access to a web-based, “help-desk” facility that provides access to the knowledge and experience of professional industry consultants with expertise in Business Development, Marijuana Licensing, Federal and State law, and Federal and State accounting. This post-seminar mentorship and counseling facility will assist and guide PTG participants by providing the following:

- Exclusive access to an online resource center that provides links to documents, state and local resources, service providers and articles that will benefit the PTG participant.
- Exclusive access to our “Ask me anything” FAQ page, where PTG participants may post questions and receive answers to Marijuana industry related issues.
- A **weekly** telephone conference that comprises a 60-minute check-in with PTG participants, with a Q&A session, followed by a number of, 30-minute, pre-booked individual calls that allow PTG participants to pose or discuss business sensitive or confidential questions and matters without fear of disclosure.

GREENGLOVE

Cannabis Business Consulting

Positive Impact Survey - A cornerstone of our program will be our Positive Impact Survey. All participants in the one-day seminar are required to complete and submit the pre-seminar baseline survey. This element of the survey will help identify the “capture” demographics of attendees. A second, follow-up survey will be completed and submitted at the conclusion of the one-day seminar. This will help identify our core survey group.

The program intends to gather a cadre of core survey participants. This group should comprise those participants whose interest in the marijuana industry and the Green Gateway Program extends beyond the initial seminar. Participants in the core survey, while benefiting from ongoing mentorship and counseling, will through a series of in-depth questionnaires, focus groups and feedback opportunities, provide a wealth of data detailing demographics, backgrounds, challenges and advantages encountered or perceived by seminar attendees and survey participants. The qualitative and quantitative findings of our survey will be published in an annual report. This report will be made available to the CCC, state funding agencies, and local business development organizations. This report will help assess and measure the obstacles and routes to success for PTG participants.

Assessment and Measurement of Program Progress and Success - The success and impact of this program will be measured through the following means:

- **Attendance** - We aim to attract attendees that accurately reflect a demographic cross-section of the ADI in question with a bias towards achieving the greatest number of PTG participants possible.
- **Feedback** - All attendees, survey participants, and survey recipients will be invited to provide feedback on the content and delivery of this program. We evaluate our feedback success on both levels of satisfaction and our ability to change, adapt, and respond to suggestions and comments from our participants.
- **Sustainability** - Our objective of achieving positive impact is through positive outcomes for empowered individuals, allowing their success to positively impact their community as a whole. This approach relies, to some degree, on our ability to build program loyalty, and maintain the attention and involvement of participants. Their continued engagement raises the value and relevance of our survey data. One of our benchmarks of success will be sustained participation in our program.
- **Benchmark data use** - Success in attracting attendance to **quarterly** seminars will be reviewed following each seminar. Feedback data and attendee suggestions, together with data on participation in mentoring and counseling activities will be reviewed and assessed on a **monthly** basis to ensure that targets are met and to trigger changes in strategy where necessary.
- **Survey Data use** - We believe that the value of the survey data we provide will offer local and state organizations a powerful tool to help drive change and create the conditions and environment most beneficial to enhanced participation in the licensed marijuana industry by PTG members. The success of these efforts may be measured by the circulation of our **annual** survey data report and the feedback received from both survey participants and recipients.

The Commonwealth of Massachusetts

William Francis Galvin

Secretary of the Commonwealth

One Ashburton Place, Boston, Massachusetts 02108-1512

FORM MUST BE TYPED

**Articles of Entity Conversion of a
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)**

FORM MUST BE TYPED

- (1) Exact name of the non-profit: Native Sun Wellness, Inc.
- (2) A corporate name that satisfies the requirements of G.L. Chapter 156D, Section 4.01:
Native Sun Wellness, 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:

Native Sun Wellness, Inc.

ARTICLE II

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

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

ARTICLE III

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

WITHOUT PAR VALUE		WITH PAR VALUE		
TYPE	NUMBER OF SHARES	TYPE	NUMBER OF SHARES	PAR VALUE
Common	10,000			

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:

Shares of Common Stock may not be transferred except by unanimous consent of the Board of Directors and all holders of Common Stock.

ARTICLE VI

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

See the 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
NATIVE SUN WELLNESS, 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:
67 Kemble Street, Suite 2.3, Boston, MA 02119
- b. The name of its initial registered agent at its registered office:
Timothy Caraboolad
- 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: Timothy Caraboolad

Treasurer: Geoffrey Bernstein


Secretary: Mark Schuparra

Director(s): Timothy Caraboolad, Geoffrey Bernstein, Mark Schuparra

- d. The fiscal year end of the corporation:
12/31
- e. A brief description of the type of business in which the corporation intends to engage:
Cultivate, manufacture, market, promote, sell and distribute cannabis and related products.
- f. The street address of the principal office of the corporation:
67 Kemble Street, Suite 2.3, Boston, MA 02119
- g. The street address where the records of the corporation required to be kept in the commonwealth are located is:

67 Kemble Street, Suite 2.3, Boston, MA 02119, 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 11th day of June, 2018

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)

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 \$_____ having been paid, said articles are deemed to have been filed with me this _____ day of _____, 20_____, at _____ a.m./p.m.
time

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

WILLIAM FRANCIS GALVIN
Secretary of the Commonwealth

Examiner

Name approval

C

M

Filing fee: Minimum \$250

TO BE FILLED IN BY CORPORATION Contact Information:

Mark Schuparra

67 Kemble Street, Suite 2.3

Boston, MA 02119

Telephone: 617-710-7752

Email: mark@nativesunwellness.com

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

**BYLAWS
OF
NATIVE SUN WELLNESS, INC.**

BYLAWS OF NATIVE SUN WELLNESS, INC.

Article I OFFICES

Section 1.1. Principal Office. The principal office of the Corporation shall be located at such place within the Commonwealth of Massachusetts as shall be fixed from time to time by the Board of Directors, and if no place is fixed by the Board of Directors, such place as shall be fixed by the President.

Article II SHAREHOLDERS

Section 2.1. Place of Meeting. Meetings of the shareholders shall be held at any place within or without the Commonwealth of Massachusetts that may be designated by the Board of Directors. Absent such designation, meetings shall be held at the principal office. The Board of Directors may, in its discretion, determine that the meeting may be held solely by means of remote electronic communication. If authorized by the Board of Directors, and subject to any guidelines and procedures adopted by the Board of Directors, shareholders not physically present at a meeting of shareholders, may participate in a meeting of shareholders by means of electronic transmission by and to the Corporation or electronic video screen communication; and, may be considered present in person and may vote at a meeting of shareholders, whether held at a designated place or held solely by means of electronic transmission by and to the Corporation or electronic video screen communication, subject to the conditions imposed by applicable law.

Section 2.2. Annual Meeting. The annual meeting of shareholders of this Corporation shall be held on such date and at such time as may be designated from time to time by the Board of Directors. At the annual meeting, Directors shall be elected, and any other business may be transacted that is within the power of the shareholders and allowed by law, provided, however, that, unless the notice of meeting, or the waiver of notice of such meeting, sets forth the general nature of any proposal to (i) approve or ratify a contract or transaction with a Director or with a corporation, firm, or association in which a Director has an interest; (ii) amend the Articles of Organization of this Corporation (the “**Articles of Organization**”); (iii) approve a reorganization or merger involving this Corporation; (iv) elect to wind up and dissolve this Corporation; or (v) effect a plan of distribution upon liquidation otherwise than in accordance with the liquidation preferences of outstanding shares with liquidation preferences, no such proposal may be approved at an annual meeting.

Section 2.3. Special Shareholders’ Meetings. Special meetings of the shareholders, for any purpose whatsoever, may be called at any time by the President, the Board of Directors, or by shareholders entitled to cast not less than ten percent (10%) of the corporation’s voting power. Any person entitled to call a special meeting of shareholders (other than the Board of Directors) may make a written request to the chair of the Board (if any), President, vice President, or secretary, specifying the general purpose of such meeting and the date, time and place of the meeting, which date shall be not less than thirty-five (35) days nor more than sixty (60) days after the receipt by such officer of the request. Within twenty (20) days after receipt of the request, the officer receiving such request forthwith shall cause notice to be given to the shareholders entitled

to vote at such meeting, stating that a meeting will be held on the date and at the time and place requested by the person or persons requesting a meeting and stating the general purpose of the meeting. If such notice is not given twenty (20) days after receipt by the officer of the request, the person or persons requesting the meeting may give such notice. No business shall be transacted at a special meeting unless its general nature shall have been specified in the notice of such meeting, provided, however, that any business may be validly transacted if the requirements for such validity, as provided in Section 2.12 of these Bylaws, are met.

Section 2.4. Shareholder Nominations and Proposals. For business (including, but not limited to Director nominations) to be properly brought before an annual or special meeting by a shareholder, the shareholder or shareholders of record intending to propose the business (the “**proposing shareholder**”) must have given written notice of the proposing shareholder’s nomination or proposal, either by personal delivery or by the United States mail to the secretary of the Corporation. In the case of an annual meeting, the proposing shareholder must give such notice to the secretary of the Corporation no earlier than one hundred-twenty (120) calendar days and no later than ninety (90) calendar days before the date such annual meeting is to be held. If the current year’s meeting is called for a date that is not within thirty (30) days of the anniversary of the previous year’s annual meeting, notice must be received not later than ten (10) calendar days following the day on which public announcement of the date of the annual meeting is first made. In no event will an adjournment or postponement of an annual meeting of shareholders begin a new time period for giving a proposing shareholder’s notice as provided above.

For business to be properly brought before a special meeting of shareholders, the notice of meeting sent by or at the direction of the person calling the meeting must set forth the nature of the business to be considered. A shareholder or shareholders who have made a written request for a special meeting pursuant to Section 2.3 of these Bylaws may provide the information required for notice of a shareholder proposal under this Section simultaneously with the written request for the meeting submitted to the secretary or within ten (10) calendar days after delivery of the written request for the meeting to the secretary.

A proposing shareholder’s notice shall include as to each matter the proposing shareholder proposes to bring before either an annual or special meeting:

- (a) The name(s) and address(es) of the proposing shareholder(s).
- (b) The classes and number of shares of capital stock of the Corporation held by the proposing shareholder.
- (c) If the notice regards the nomination of a candidate for election as Director:
 - (i) The name, age, business, and residence address of the candidate;
 - (ii) The principal occupation or employment of the candidate; and
 - (iii) The class and number of shares of the Corporation beneficially owned by the candidate.

- (d) If the notice is in regard to a proposal other than a nomination of a candidate for election as Director, a brief description of the business desired to be brought before the meeting and the material interest of the proposing shareholder of such proposal.

Section 2.5. Notice of Shareholders' Meeting. Except as otherwise provided by law, written notice stating the place, day, and hour of the meeting, and, in case of a special meeting, the nature of the business to be transacted at the meeting, shall be given at least ten (10) days (or, if sent by third class mail, thirty (30) days) and not more than sixty (60) days before the meeting. In the case of an annual meeting, notice will include matters the Corporation's Board of Directors intends, at the time of the giving of the first of such notices, to present to the shareholders for action, and in the case of a meeting at which Directors are to be elected, the names of nominees that the Board of Directors, at the time of the giving of the first of such notices, intends to present to the shareholders for election. Proof that notice was given shall be made by affidavit of the secretary, assistant secretary, transfer agent, or Director, or of the person acting under the direction of any of the foregoing, who gives such notice, and such proof of notice shall be made part of the minutes of the meeting. Such affidavit shall be prima facie evidence of the giving of such notice. It shall not be necessary to state in a notice of any meeting of shareholders as a purpose thereof any matter relating to the procedural aspects of the conduct of such meeting.

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

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

- (a) Transmitted to a facsimile number provided by the shareholder for the purpose of receiving notice.
- (b) Transmitted to an electronic mail address provided by the shareholder for the purpose of receiving notice.
- (c) Posted on an electronic network, with a separate notice sent to the shareholder at the address provided by the shareholder for the purpose of alerting the shareholder of a posting.
- (d) Communicated to the shareholder by any other form of electronic transmission consented to by the shareholder.

Notice shall not be given by electronic transmission to a shareholder after either (i) the Corporation is unable to deliver two consecutive notices to such shareholder by such means or (ii) the inability

to deliver such notices to such shareholder becomes known to any person responsible for giving such notices. Any person entitled to notice of a meeting may file a written waiver of notice with the secretary either before or after the time of the meeting. The participation or attendance at a meeting of a person entitled to notice constitutes waiver of notice, except where the person objects, at the beginning of the meeting, to the lawfulness of the convening of the meeting and except that attendance is not a waiver of any right to object to conducting business at a meeting that is required to be included in the notice of the meeting, but not so included.

Section 2.6. Persons Entitled to Vote. Except as otherwise provided by law, and except when a record date has been fixed, only persons in whose names shares entitled to vote stand on the stock records of the Corporation at the close of business on the business day next preceding the day on which notice is given shall be entitled to notice of a shareholders' meeting, or to vote at such meeting. In the event notice is waived, only persons in whose names shares entitled to vote stand on the stock records of the Corporation at the close of business on the business day next preceding the day on which the meeting is held shall be entitled to vote. If no record date has been fixed, the record date shall be:

- (a) For determining shareholders entitled to give consent to action by the Corporation without a meeting, the day on which the first written consent is given.
- (b) For determining shareholders for any other purpose, the later of (i) the day on which the Board of Directors adopts the resolution relating thereto, or (ii) the sixtieth (60th) day prior to the date of such other action.

Section 2.7. Fixing the Record Date. The Board of Directors may fix a time in the future as a record date to determine the shareholders entitled to notice of, and to vote at, any meeting of shareholders or give written consent to action by the Corporation without a meeting or entitled to receive any dividend or distribution, or to any change, conversion, or exchange of shares.

A record date fixed under this Section may not be more than sixty (60) days or less than ten (10) days before the meeting or more than sixty (60) days before any other action requiring a determination of shareholders. When a record date is so fixed, only shareholders of record at the close of business on that date are entitled to notice of and to vote at the meeting or to receive the dividend, distribution, or allotment of rights, or to exercise the rights, as the case may be, notwithstanding any transfer of any shares on the books of the Corporation after the record date. In the event any meeting of shareholders is adjourned for more than forty-five (45) days from the date set for the original meeting, the Board shall fix a new record date for purposes of giving notice of, and determining the holders of shares entitled to vote at, such adjourned meeting.

Section 2.8. Quorum of and Action by Shareholders. The presence at a meeting in person or by proxy of the persons entitled to vote a majority of the voting shares constitutes a quorum for the transaction of business. The shareholders present at a duly called or held meeting at which a quorum is present may continue to do business until adjournment notwithstanding the withdrawal of such number of shareholders so as to leave less than a quorum, if any action taken, other than adjournment, is approved by at least a majority of the shares required to constitute a quorum, except as otherwise provided by law. Except as otherwise provided by law, herein or in

the Articles of Organization, the affirmative vote of a majority of the shares represented at a meeting at which a quorum is present, shall be the act of the shareholders.

Section 2.9. Adjourned Meetings and Notice Thereof. Any shareholders' meeting, annual or special, whether or not a quorum is present, may be adjourned from time to time by a vote of the majority of the shares present, in person or proxy. When a meeting is adjourned for forty-five (45) days or more, or if a new record date for the adjourned meeting is fixed by the Board of Directors, notice of the adjourned meeting shall be given to such shareholders of record entitled to vote at the adjourned meeting, as in the case of any original meeting. When a meeting is adjourned for less than forty-five (45) days, and a new record date is not fixed by the Board of Directors, it shall not be necessary to give any notice of the time and place of the adjourned meeting, means of electronic transmission or electronic video screen communication, if any, or of the business to be transacted thereat other than by announcement at the meeting at which the adjournment is taken, provided only business that might have been transacted at the original meeting may be conducted at such adjourned meeting.

Section 2.10. Conduct of Meetings. The Board of Directors may adopt by resolution rules and regulations for the conduct of meetings of the shareholders as it shall deem appropriate. At every meeting of the shareholders, the President, or in his or her absence or inability to act, a Director or officer designated by the Board of Directors shall serve as the presiding officer. The secretary or, in his or her absence or inability to act, the person whom the presiding officer of the meeting shall appoint secretary of the meeting, shall act as secretary of the meeting and keep the minutes thereof.

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

Section 2.11. Voting of Shares. Unless otherwise provided by law or in the Articles of Organization, each shareholder entitled to vote is entitled to one (1) vote for each share of Common Stock. Any holder of shares entitled to vote on any matter may vote part of such shares in favor of the proposal and refrain from voting the remaining shares or vote them against the proposal. If a shareholder fails to specify the number of shares such shareholder is voting affirmatively, it will be conclusively presumed that the shareholder's approving vote is with respect to all shares such shareholder is entitled to vote.

Section 2.12. Consent of Absentees. The transactions of any meeting of shareholders, however called or noticed, are as valid as though had at a meeting duly held after regular call and notice, if a quorum is present either in person or by proxy, and if, either before or after the meeting, each of the persons entitled to vote, not present in person or by proxy, signs a written waiver of notice, or a consent to the holding of such meeting, or an approval of the minutes thereof. The waiver, notice, or consent need not specify the business transacted or purpose of the meeting, except as required by G.L. c. 156D. All such waivers, consents, or approvals shall be filed with the corporate records or made a part of the minutes of the meeting.

Section 2.13. Voting by Proxy or Nominee. Every person entitled to vote or execute consents may do so either in person or by one or more agents authorized by a written proxy executed by the person or such person's duly authorized agent and filed with the secretary of the Corporation. A proxy is not valid after the expiration of eleven (11) months from the date of its execution, unless the person executing it specifies therein the length of time for which it is to continue in force. Except as set forth below, any proxy duly executed is not revoked, and continues in full force and effect, until an instrument revoking it, or a duly executed proxy bearing a later date, executed by the person executing the prior proxy and presented to the meeting is filed with the secretary of the Corporation, or unless the person giving the proxy attends the meeting and votes in person, or unless written notice of the death or incapacity of the person executing the proxy is received by the Corporation before the vote by such proxy is counted. A proxy that states on its face that it is irrevocable will be irrevocable for the period of time specified in the proxy, if held by a person (or nominee of a person) specified by law to have sufficient interest to make such proxy irrevocable and only so long as he shall have such interest, subject to G.L. c. 156D, § 7.22.

Section 2.14. Action by Shareholders Without a Meeting. Any action, that, under any provision of G.L. c. 156D may be taken at a meeting of the shareholders, may be taken without a meeting and without prior notice if a consent in writing, setting forth the action so taken, shall be signed by the holders of the outstanding shares having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all shares are entitled to vote thereon were present and voted; provided, however, that unless the consents of all shareholders entitled to vote have been solicited in writing, notice shall be given (in the same manner as notice of meetings is to be given), and within the time limits prescribed by law, of such action to all shareholders entitled to vote who did not consent in writing to such action; and provided, further, that Directors may be elected by written consent only if such consent is unanimously given by all shareholders entitled to vote, except that action taken by shareholders to fill one or more vacancies on the Board other than a vacancy created by the removal of a Director, may be taken by written consent of a majority of the outstanding shares entitled to vote.

Article III DIRECTORS

Section 3.1. Number of Directors; Identity of Initial Directors. The authorized number of Directors of the Corporation shall be three (3) until changed by an amendment to these Bylaws duly adopted in accordance with these Bylaws by the vote or written consent of a majority of the outstanding shares entitled to vote. The initial Directors shall be Timothy Caraboolad, Mark Schuparra and Geoffrey Bernstein.

Section 3.2. 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, the Board of Directors, except such powers expressly conferred upon or reserved to the shareholders, and subject to any limitations set forth by law, by the Articles of Organization or by these Bylaws. Without limiting the generality of the foregoing, and subject to the same limitations, it is hereby expressly declared that the Directors shall have the power and, to the extent required by law the duty to:

- (a) Appoint and remove at pleasure of the Board, all officers, managers, management companies, agents, and employees of the Corporation, prescribe their duties in addition to those prescribed in these Bylaws, supervise them, fix their compensation, and require from them security for faithful service. Such compensation may be increased or diminished at the pleasure of the Directors;
- (b) Conduct, manage, and control the affairs and business of the Corporation; make rules and regulations not inconsistent with the Articles of Organization or applicable law or these Bylaws; make all lawful orders on behalf of the Corporation; and prescribe in the manner of executing the same;
- (c) Incur indebtedness and borrow money on behalf of the Corporation and designate from time to time the person or persons who may sign or endorse checks, drafts, or other orders of payment of money, notes, or other evidences of indebtedness, issued in the name of, or payable to, the Corporation, and prescribe the manner of collecting or depositing funds of the Corporation, and the manner of drawing checks thereon;
- (d) Appoint by resolution of a majority of the authorized number of Directors an executive committee and other committees and delegate to the executive committee any of the powers and authorities of the Board in the management of the business and affairs of the Corporation, except the powers to (i) fill vacancies on the Board or any committee, (ii) fix compensation of Directors; (iii) adopt, amend, or repeal these Bylaws; (iv) amend or repeal resolutions of the Board that are expressly non-amendable or repealable; (v) declare a dividend or distribution to shareholders or authorize the repurchase of the Corporation's shares except at a rate, in a periodic amount or within a range, determined by the Board; (vi) establish other committees of the Board; or (vii) approve any action that in addition to Board approval requires shareholder approval. The executive committee shall be composed of two (2) or more Directors. The provisions of these Bylaws regarding notice and meetings of Directors shall apply to all committees;
- (e) Authorize the issuance of stock of the Corporation from time to time, upon such terms as may be lawful; and
- (f) Prepare an annual report to be sent to the shareholders after the close of the fiscal or calendar year of this Corporation, which report shall comply with the requirements of law. To the extent permitted by law, the requirements that an annual report be sent to shareholders and the time limits for sending such reports are hereby waived, the Directors, nevertheless, having the authority to cause such report to be sent to shareholders.

Section 3.3. Term of Office. Directors shall hold office until the next annual meeting of shareholders and until their successors are elected.

Section 3.4. Vacancies and Newly Created Directorships. A vacancy on the Board of Directors exists in case of the occurrence of any of the following events:

- (a) The death, resignation, or removal of any Director.
- (b) The removal or declaration of vacancy by the Board of Directors of a Director who has been declared of unsound mind by a court order or convicted of a felony.
- (c) The Director is a member who is divested from ownership of the marijuana business by a decision of either the state or local licensing authority.
- (d) The authorized number of Directors is increased.
- (e) At any annual, regular, or special meeting of shareholders at which any Director is elected, the shareholders fail to elect the full authorized number of Directors to be voted for at that meeting.

All vacancies (other than vacancies created by removal of a Director) may be filled by the approval of the Board of Directors or, if there is less than a quorum of Directors, by (i) a vote of the majority of the remaining Directors at a meeting held pursuant to notice or waivers of notice complying with G.L. c. 156D, (ii) unanimous written consent or (iii) a sole remaining Director. Each Director so elected shall hold office until his successor is elected at an annual, regular, or special meeting of the shareholders. The shareholders may, by vote or written consent of a majority of outstanding shares entitled to vote in the election of Directors, elect a Director at any time to fill any vacancy not filled by the Directors. The shareholders may, by vote of a majority of outstanding shares entitled to vote in the election of Directors or unanimous written consent, elect a Director at any time to fill any vacancy created by removal of a Director, except that a vacancy created pursuant to clause (b) of this Section may be filled by the Board of Directors. If the Board of Directors accepts the resignation of a Director tendered to take effect at a future time, the Board or the shareholders may elect a successor to take office when the resignation becomes effective. A reduction of the authorized number of Directors does not remove any Director prior to the expiration of that Director's term of office.

Section 3.5. Removal. The Board of Directors may declare vacant the office of a Director who has been declared of unsound mind by an order of the court or convicted of a felony, or who has been barred from ownership of a marijuana business by a final decision of an applicable state or local licensing authority, or otherwise in a manner provided by law.

Any or all of the Directors may be removed from office at any duly called meeting without cause by a vote of the shareholders entitled to elect them. If one or more Directors are so removed at a meeting of shareholders, the shareholders may elect new Directors at the same meeting.

Section 3.6. Resignation. A Director may resign effective on giving written notice to the President, unless the notice specifies a later effective date.

Section 3.7. Meetings of Directors.

- (a) Regular Meetings. A regular annual meeting of the Board shall be held immediately after, and at the same place as, the annual meeting of shareholders for the purpose of

electing officers and transacting any other business. The Board may provide for other regular meetings from time to time by resolution.

- (b) Special Meetings. Special meetings of the Board for any purpose or purposes may be called at any time by at least two Directors. Notice of the time and place of special meetings shall be delivered by mail, electronic delivery, or orally. If notice is mailed, it shall be deposited in the United States mail at least four days before the time of the meeting. In the case the notice is delivered either orally or by electronic delivery shall be delivered at least forty-eight (48) hours before the time of the meeting. Any oral notice given personally or by telephone may be communicated either to the Director or to a person at the office of the Director whom the person giving notice has reason to believe will promptly communicate it to the Director. The notice need not specify the purpose of the meeting nor the place if it is to be held at the principal office of the Corporation.
- (c) Place of Meetings. Meetings of the Board may be held at any place within or without the Commonwealth of Massachusetts that has been designated in the notice. If a place has not been stated in the notice or there is no notice, meetings shall be held at the principal office of the Corporation unless another place has been designated by a resolution duly adopted by the Board.

Section 3.8. Electronic Participation. Members of the Board may participate in a meeting through conference telephone, electronic video screen communication, or other electronic transmission by and to the Corporation. Participation in a meeting by conference telephone or electronic video screen communication constitutes presence in person as long as all Directors participating can hear one another. Participation by other electronic transmission by and to the Corporation (other than conference telephone or electronic video screen communication) constitutes presence in person at the meeting as long as participating Directors can communicate with other participants concurrently, each Director has the means to participate in all matters before the Board, including the ability to propose or object to a specific corporate action, and the Corporation implements some means of verifying that each person participating is entitled to participate and all votes or other actions are taken by persons entitled to participate.

Section 3.9. Quorum of and Action by Directors. A majority of the authorized number of Directors constitutes a quorum of the Board for the transaction of business. Every act or decision done or made by a majority of the Directors present at a meeting duly held at which a quorum is present is the act of the Board of Directors, unless G.L. c. 156D or the Articles of Organization require a greater number. A meeting at which a quorum is initially present may continue to transact business notwithstanding the withdrawal of Directors, if any action is approved by at least a majority of the Directors who constitute the required quorum for such meeting. A quorum of the Directors may adjourn any Directors' meeting to meet again at a stated time and place. In the absence of quorum, a majority of the Directors present may adjourn from time to time. Notice of the time and place of a meeting that has been adjourned for more than twenty-four (24) hours shall be given to the Directors not present at the time of the adjournment.

Section 3.10. Compensation. A Director shall not receive compensation or reimbursement in connection with his or her service as a Director but shall be eligible to receive reimbursement for reasonable out-of-pocket expenses related to Director's performance of duties.

Section 3.11. Action by Directors Without a Meeting. Any action required or permitted to be taken by the Board of Directors or any committee thereof under G.L. c. 156D may be taken without a meeting if, prior or subsequent to the action, a consent or consents thereto by all of the Directors in office, or all the committee members then appointed, is filed with the secretary to be filed with the minutes of the proceedings of the Board of Directors. Such action by written consent shall have the same force and effect as a unanimous vote of such Directors.

Section 3.12. Committees of the Board of Directors. The Board of Directors, by resolution adopted by a majority of authorized Directors, may designate one or more committees, each consisting of two or more Directors, to serve at the pleasure of the Board and to exercise the authority of the Board of Directors to the extent provided in the resolution establishing the committee and permitted by law. The Board of Directors may adopt governance rules for any committee consistent with these Bylaws. The provisions of these Bylaws applicable to meetings and actions of the Board of Directors shall govern meetings and actions of each committee, with the necessary changes made to substitute the committee and its members for the Board of Directors and its members.

A committee of the Board of Directors does not have the authority to:

- (a) Approve actions that require approval of the shareholders or the outstanding shares.
- (b) Fill vacancies on the Board or in any committee.
- (c) Fix compensation of the Directors for serving on the Board or on any committee.
- (d) Amend or repeal bylaws or adopt new bylaws.
- (e) Amend or repeal any resolution of the Board of Directors that by its terms is not so amendable or repealable.
- (f) Make a distribution to shareholders, except at a rate, in a periodic amount or within a price range set forth in the Articles of Organization or determined by the Board.
- (g) Appoint other committees or Board members.

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

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

Article IV OFFICERS

Section 4.1. Positions and Election. The officers of the Corporation shall be elected by the Board of Directors and shall be a chair of the Board or a President or both, a secretary and a treasurer. At the discretion of the Board of Directors, the Corporation may also have other officers, including but not limited to one or more vice Presidents or assistant vice Presidents, one or more assistant secretaries, a chief financial officer, and a chief operations officer, as may be appointed by the Board of Directors, with such authority as may be specifically delegated to such officers by the Board of Directors. Any two or more offices may be held by the same person.

Officers shall be elected annually at the meeting of the Board of Directors held after each annual meeting of shareholders. Each officer shall serve until a successor is elected and qualified or until the earlier death, resignation or removal of that officer. Vacancies or new offices shall be filled at the next regular or special meeting of the Board of Directors.

Section 4.2. Removal and Resignation. Any officer elected or appointed by the Board of Directors may be removed with or without cause by the affirmative vote of the majority of the Board of Directors. Removal shall be without prejudice to the contract rights, if any, of the officer so removed.

Any officer chosen by the Board of Directors may resign at any time by giving written notice to the Corporation. Unless a different time is specified in the notice, the resignation shall be effective upon its receipt by the chair, the President, the secretary, or the Board.

Section 4.3. Powers and Duties of Officers. The powers and duties of the officers of the Corporation shall be as provided from time to time by resolution of the Board of Directors or by direction of an officer authorized by the Board of Directors to prescribe the duties of other officers. In the absence of such resolution, the respective officers shall have the powers and shall discharge the duties customarily and usually held and performed by like officers of corporations similar in organization and business purposes to the Corporation subject to the control of the Board of Directors.

Article V INDEMNIFICATION OF DIRECTORS AND OFFICERS

Section 5.1. Indemnification of Officers or Directors. The Corporation shall, to the extent permitted by G.L. c. 156D, indemnify all persons who have served or may serve at any time as officers or Directors of the Corporation and their heirs, executors, administrators, successors, and assigns, from and against any and all loss and expense, including amounts paid in settlement before or after suit is commenced, and reasonable attorney's fees, actually and necessarily incurred as a result of any claim, demand, action, proceeding, or judgment that may have been asserted against any such persons, or in which these persons are made parties by reason of their being or having been officers or Directors of the Corporation. This right of indemnification shall not exist in relation to matters as to which it is adjudged in any action, suit or proceeding that these persons are liable for negligence or misconduct in the performance of duty.

Section 5.2. Non-Exclusivity of Indemnification Rights and Authority to Insure.

The foregoing rights of indemnification and advancement of expenses shall be in addition to and not exclusive of any other rights to which any person may be entitled pursuant to any agreement with the Corporation, or under any statute, provision of the Articles of Organization or any action taken by the Directors or shareholders of the Corporation.

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

Article VI

SHARE CERTIFICATES AND TRANSFER

Section 6.1. Share Certificates. Shares of the Corporation may, but need not, be represented by certificates. Each certificate issued shall bear all statements or legends required by law to be affixed thereto. For all shares issued or transferred without certificates, the Corporation shall within a reasonable time after such issuance or transfer send the shareholder a written statement of the information required on share certificates pursuant to G.L. c. 156D, § 6.25(b) & (c) and § 6.27. Shareholders can request and obtain a statement of rights, restrictions, preferences, and privileges regarding classified shares or a class of shares with two or more series, if any, from the Corporation's principal office. Each certificate issued shall bear all statements or legends required by law to be affixed thereto.

Every certificate for shares shall be signed by (i) the chair of the Board, if any, a vice chair, if any, the President, or a vice President and (ii) the chief financial officer, an assistant treasurer, the secretary, or any assistant secretary.

Section 6.2. Transfers of Shares. Transfer of shares of the Corporation shall be made only on the books of the Corporation by the registered holder thereof or by such other person as may under law be authorized to endorse such shares for transfer, or by such shareholder's attorney thereunto authorized by power of attorney duly executed and filed with the secretary or transfer agent of the Corporation. Except as otherwise provided by law, upon surrender to the Corporation or its transfer agent of a certificate for shares duly endorsed or accompanied by proper evidence of succession, assignment, or authority to transfer, it shall be the duty of the Corporation to issue a new certificate to the person entitled thereto, cancel the old certificate, and record the transaction upon its books.

Section 6.3. Registered Shareholders. The Corporation may treat the holder of record of any shares issued by the Corporation as the holder in fact thereof, for purposes of voting those shares, receiving distributions thereon or notices in respect thereof, transferring those shares, exercising rights of dissent with respect to those shares, exercising or waiving any preemptive right with respect to those shares, entering into agreements with respect to those shares in accordance with the laws of the Commonwealth of Massachusetts, or giving proxies with respect to those shares.

Section 6.4. Lost, Stolen, or Destroyed Certificates. The Board of Directors may issue a new share certificate in place of any certificate it previously issued that the shareholder alleges

to have been lost, stolen, or destroyed provided that the shareholder or the shareholder's legal representative of the lost, stolen, or destroyed certificate shall give the Corporation a bond or other adequate security sufficient to indemnify the Corporation against any potential claim against the Corporation because of the alleged loss, theft, or destruction of any such certificate or the issuance of such new certificate.

Article VII CORPORATE RECORDS AND INSPECTION

Section 7.1. Records. The Corporation shall maintain adequate and correct books and records of account, minutes of the proceedings of the shareholders, Board of Directors, and committees of the Board of Directors, and a record of its shareholders, including names and addresses of all shareholders and the number and class of shares held, along with any other records required by law. The Corporation shall keep such record of its shareholders at its principal office, as fixed by the Board of Directors from time to time, or at the office of its transfer agent or registrar. The Corporation shall keep its books and records of account and minutes of the proceedings of the shareholders, Board of Directors, and committees of the Board of Directors at its principal office, or such other location as shall be designated by the Board of Directors from time to time.

Section 7.2. Inspection of Books and Records. The Corporation's accounting books and records and minutes of proceedings of the shareholders, Board of Directors, and committees of the Board of Directors shall, to the extent provided by law, be open to inspection of Directors, shareholders, and voting trust certificate holders, in the manner provided by law.

Section 7.3. Certification and Inspection of Bylaws. The Corporation shall keep in its principal office the original or a copy of these Bylaws as amended or otherwise altered to date, which shall be open to inspection by the shareholders at all reasonable times during office hours.

Article VIII MISCELLANEOUS

Section 8.1. Checks, Drafts, Etc. All checks, drafts or other instruments for payment of money or notes of the Corporation shall be signed by an officer or officers or any other person or persons as shall be determined from time to time by resolution of the Board of Directors.

Section 8.2. Fiscal Year. The fiscal year of the Corporation shall commence on January 1 of each year.

Section 8.3. Conflict with Applicable Law or Articles of Organization. Unless the context requires otherwise, the general provisions, rules of construction, and the definitions of G.L. c. 156D shall govern the construction of these Bylaws. These Bylaws are adopted subject to any applicable law and the Articles of Organization. Whenever these Bylaws may conflict with any applicable law or the Articles of Organization, such conflict shall be resolved in favor of such law or the Articles of Organization.

Section 8.4. Invalid Provisions. If any one or more of the provisions of these Bylaws, or the applicability of any provision to a specific situation, shall be held invalid or unenforceable,

the provision shall be modified to the minimum extent necessary to make it or its application valid and enforceable, and the validity and enforceability of all other provisions of these Bylaws and all other applications of any provision shall not be affected thereby.

Section 8.5. Emergency Management of the Corporation. In anticipation of or during an emergency, as defined in G.L. c. 156D, § 3.03(d), the Board, in order to conduct the ordinary business affairs of the Corporation, shall modify procedures, including, but not limited to, calling a Board meeting, quorum requirements for such Board meeting, and designation of additional or substitute Directors; provided that such modifications may not conflict with the Articles of Organization.

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

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

Section 8.6. Reports. The Corporation shall provide all Shareholders with notice of the availability of annual financial reports of the Corporation before the earlier of the annual meeting of Shareholders or one hundred twenty (120) days after the close of the fiscal year. Such financial reports shall be prepared and provided to Shareholders upon request in compliance with G.L. c. 156D, § 16.20.

Section 8.7. Advisement of Counsel. THE CULTIVATION, PRODUCTION AND SALE OF CANNABIS IS ILLEGAL UNDER FEDERAL LAW. NEITHER PARTY, NOR ATTORNEYS FOR COMPANY, HAVE MADE ANY REPRESENTATION TO THE CONTRARY.

Article IX AMENDMENT OF BYLAWS

Section 9.1. Amendment by Shareholders. Shareholders may adopt, amend or repeal bylaws by the vote or written consent of the holders of a majority of the outstanding shares entitled to vote, except as otherwise provided by law, these Bylaws, or the Articles of Organization.

Section 9.2. Amendment by Directors. Subject to the rights of shareholders as provided in Section 9.1, and the statutory limitations of G.L. c. 156D, the Board of Directors may adopt, amend, or repeal bylaws.

**CERTIFICATE OF SECRETARY
OF
Native Sun Wellness, Inc., a Massachusetts corporation**

The undersigned, Mark Schuparra, hereby certifies that he is the duly elected and acting Secretary of Native Sun Wellness, Inc., a Massachusetts corporation (the "**Corporation**"), and that the foregoing Bylaws were adopted as the Bylaws of the Corporation as of June 22, 2018, and that the same do now constitute the Bylaws of the Corporation.

IN WITNESS WHEREOF, the undersigned has executed this certificate on behalf of the Corporation as of this 22nd day of June, 2018.

NATIVE SUN WELLNESS, INC.

By: 

Name: Mark Schuparra

Title: Secretary



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

William Francis Galvin
Secretary of the
Commonwealth

Date: July 16, 2018

To Whom It May Concern :

I hereby certify that according to the records of this office,
NATIVE SUN WELLNESS, INC.

is a domestic corporation organized on **June 29, 2018** , under the General Laws of the Commonwealth of Massachusetts. I further certify that there are no proceedings presently pending under the Massachusetts General Laws Chapter 156D section 14.21 for said corporation's dissolution; that articles of dissolution have not been filed by said corporation; that, said corporation has filed all annual reports, and paid all fees with respect to such reports, and so far as appears of record said corporation has legal existence and is in good standing with this office.



In testimony of which,
I have hereunto affixed the
Great Seal of the Commonwealth
on the date first above written.

William Francis Galvin

Secretary of the Commonwealth

Certificate Number: 18070256230

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

Processed by:



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

mass.gov/dor

Letter ID: L1399516288
Notice Date: July 16, 2018
Case ID: 0-000-398-843



CERTIFICATE OF GOOD STANDING AND/OR TAX COMPLIANCE



NATIVE SUN WELLNESS, INC.
67 KEMBLE ST STE 2.3
BOSTON MA 02119-2840

Why did I receive this notice?

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

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

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

What if I have questions?

If you have questions, call us at (617) 887-6367 or toll-free in Massachusetts at (800) 392-6089, Monday through Friday, 8:30 a.m. to 4:30 p.m..

Visit us online!

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

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

Edward W. Coyle, Jr., Chief
Collections Bureau

PLAN FOR OBTAINING LIABILITY INSURANCE

140 Industrial, LLC (“140 Industrial”) will contract with a qualified insurance provider to maintain general liability insurance coverage for no less than \$1,000,000 per occurrence and \$2,000,000 in aggregate annually and product liability coverage for no less than \$1,000,000 per occurrence & \$2,000,000 in aggregate annually. The policy deductible will be no higher than \$5,000 per occurrence. 140 Industrial will consider additional coverage based on availability and cost-benefit analysis.

If adequate coverage is unavailable at a reasonable rate, 140 Industrial 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. 140 Industrial will keep reports documenting compliance with 935 CMR 500.105(10) in a manner and form determined by the Commission pursuant to 935 CMR 500.000.

140 Industrial Road, LLC

Business Plan

Revised 11/14/2022

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1. EXECUTIVE SUMMARY

1.1 Mission Statement and Message from the CEO

140 Industrial Road LLC (“140 Industrial”) d/b/a Native Sun is a Marijuana Cultivation and Production Establishment (“**ME**”) committed to creating a safe and clean community environment providing consistent, high quality cannabis to Consumers who are over the age of 21.

The mission of 140 Industrial is to improve the health, happiness and overall well-being of its customers by serving as a trusted supplier of premium selections of adult-use cannabis.

1.2 Product

140 Industrial will cultivate, extract, infuse, package, and dispense high-grade cannabis and cannabis products. All cultivation, processing and offerings will meet or exceed the guidelines and regulations set out by the Massachusetts Cannabis Control Commission (CCC).

In addition to traditional sativa, indica, and hybrid cannabis flower, 140 Industrial will offer a wide range of products and services that will allow 140 Industrial to serve customers with a wide variety of needs.

Products 140 Industrial intends to offer include, but will not be limited to:

- Cannabis Flower
- Cannabis Shake
- Cannabis Prerolled Joints
- Solventless Hash Oil
- Solventless Hash Oil Vaporizers
- Solventless Hash Oil Infused Cannabis Pre Rolled Joints
- Topical Salves
- Creams/Lotions
- Patches
- Oral Mucosal/Sublingual Dissolving Tablets
- Tinctures

- Sprays
- Inhalation Ready to Use Oils
- Oil Vaporizers
- Ingestion Capsules
- Food/Beverages

1.3 Customers

140 Industrial's target customers include adult-use licensed facilities operating legally and ethically in the State of Massachusetts. 140 Industrial will provide marijuana and marijuana products to Native Sun's licensed retail dispensaries in Massachusetts, including Hudson and North Attleboro. 140 Industrial will also work with licensed Marijuana Establishments outside of Native Sun's licensed retail dispensaries to provide wholesale marijuana and marijuana products to other licensed marijuana retail establishments in the state of Massachusetts. All products will be tested in accordance with 935 CMR 500.160 prior to transferring any marijuana and marijuana products to licensed retailers and no Marijuana Product shall be sold or otherwise marketed for adult use that has not first been tested.

1.4 What Drives Us

140 Industrial's goal is to provide superb, safe, welcoming, and compassionate service to our "adult use" patrons coupled with a variety of high-quality products. When a customer leaves a dispensary with our products with the feeling of being given excellent care, high quality products, expert knowledge, and a safe environment, we will be satisfied that we did our best to help make that person's day a little bit brighter and our name and service will stand on its own.

2. COMPANY DESCRIPTION

2.1 Company Structure

140 Industrial is a Massachusetts domestic LLC and is controlled by its parent companies Native Sun Manufacturing, LLC (“NSMFG”) with an ownership interest of 90.01% and PrimeTime Massachusetts Cultivation, LLC with an ownership interest of 9.99%. The licensed cultivation and manufacturing location, 140 Industrial Road, LLC is located at 140 Industrial Road Fitchburg, MA 01420.

2.2 Operations

140 Industrial’s corporate offices are located at 77 Rumford Avenue, Suite 7 Waltham, Massachusetts. Native Sun Manufacturing, LLC (“NSMFG”) is the dominant shareholder of 140 Industrial, LLC which is the Cultivation and Marijuana Production facility. Native Sun Holdings, LLC is the 100% sole shareholder of Native Sun Manufacturing, LLC.

2.3 140 Industrial Road, Fitchburg, MA

Before taking over the property, this facility was used as a furniture manufacturing plant, and remains in good condition. Retrofitting the facility to 140 Industrial’s Cultivation and Manufacturing plant in full compliance with local and CCC regulation is relatively straightforward and will require minimal, if any, alterations to the current look and feel of the property. Architectural Review plans were approved by the CCC as of April 25th, 2022.

140 Industrial Road LLC’s Cultivation and Manufacturing Plant will be a joint venture, with a 90.01%/9.99% partnership with Native Sun Manufacturing, LLC and PrimeTime Massachusetts Cultivation LLC. The recent partnership with PrimeTime Massachusetts Cultivation LLC has been approved by the CCC as of March 10th, 2022 through the change of ownership process to add them as an Entity with Direct or Indirect Authority along with PrimeTime Holdings, Inc. (US) and PrimeTime Holdings, Inc. (BC).

The facility encompasses a total of approximately 72,000 square feet, with approximately 60,000 square feet dedicated exclusively to cultivation and approximately 10,000 square feet of space dedicated to supporting production efforts. This facility will operate as a tier 5 cultivation license and will also operate as a Marijuana Product Manufacturer.

The facility is well positioned, with easy access to Major highways, excellent infrastructure, and a supportive community. The facility is located in an area of “disproportionate impact” and 140 Industrial is thrilled for the opportunity to provide jobs and other economic benefits to a city and

its people that have borne the burden of punitive marijuana laws for decades.

140 Industrial will establish inventory controls and procedures for the conduct of inventory reviews, and comprehensive inventories of marijuana products in the process of cultivation, and finished, stored marijuana; conduct a monthly inventory of marijuana in the process of cultivation and finished, stored marijuana; conduct a comprehensive annual inventory at least once every year after the date of the previous comprehensive inventory; and promptly transcribe inventories if taken by use of an oral recording device.

140 Industrial will tag and track all marijuana seeds, clones, plants, and marijuana products, using a seed-to-sale methodology in a form and manner to be approved by the Commission.

No marijuana product, including marijuana, will be sold or otherwise marketed that is not tested by Independent Testing Laboratories, except as allowed under 935 CMR 500.000.

140 Industrial will maintain records, including all records required in any section of 935 CMR 500.000, which will be available for inspection by the Commission, upon request. The records will be maintained in accordance with generally accepted accounting principles.

140 Industrial will obtain and maintain general liability insurance coverage for no less than \$1,000,000 per occurrence and \$2,000,000 in aggregate, annually, and product liability insurance coverage for no less than \$1,000,000 per occurrence and \$2,000,000 in aggregate, annually, except as provided in 935 CMR 500.105(10)(b) or otherwise approved by the Commission. The deductible for each policy will be no higher than \$5,000 per occurrence.

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

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

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

Prior to commencing operations, 140 Industrial will provide proof of having obtained a surety bond in an amount equal to its licensure fee payable to the Marijuana Regulation Fund to ensure payment of the cost incurred for the destruction of cannabis goods necessitated by a violation of St. 2016, c. 334, as amended by St. 2017, c. 55 or 935 CMR 500.000 or the cessation of operation of 140 Industrial.

140 Industrial and its agents will comply with all local rules, regulations, ordinances, and bylaws.

140 Industrial have received Letters of Non-Opposition from the City of Fitchburg and has Community Host Agreements in place with the City of Fitchburg. A special permit from the city of Fitchburg was approved on December 11th, 2018 with a modification and extension to the special permit approved on February 22nd, 2022. A building permit for 140 Industrial Road was issued by the City of Fitchburg's Building Commissioner on August 4th, 2021.

2.4 Security

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

140 Industrial's state-of-the-art security system will consist of perimeter windows, as well as duress, panic, and holdup alarms connected to local law enforcement for efficient notification and response in the event of a security threat. The system will also include a failure notification system that will immediately alert the executive management team if a system failure occurs.

A redundant alarm system will be installed to ensure that active alarms remain operational if the primary system is compromised.

Interior and exterior HD video surveillance of all areas that contain marijuana, entrances, exits, and parking lots will be operational 24/7/365 and available to the Municipal Police Departments. These surveillance cameras will remain operational even in the event of a power outage.

The exterior of the dispensary and surrounding area will be sufficiently lit and foliage will be minimized to ensure clear visibility of the area at all times. Dumpsters on the premises will remain locked at all times to prevent unauthorized access.

Only 140 Industrial's registered agents and other authorized visitors (e.g. contractors, vendors) will be allowed access to the facility, and a visitor log will be maintained in perpetuity. All agents and visitors will be required to visibly display an ID badge, and 140 Industrial will maintain a current list of individuals with access and limited access areas will only allow the personnel essential for operations. Visitors will be required to have specific purposes for being on the property and will be required to wear a Visitor's Pass the entire duration of their time on the premises.

On-site consumption of marijuana by 140 Industrial's employees and visitors will be strictly prohibited. 140 Industrial will have surveillance systems in place 24/7/365 to monitor for any activities such as these. Surveillance cameras will remain operational in the event of a power outage. An onsite generator will be used to provide power to security systems, surveillance cameras and emergency lights in the event of a power loss

2.5 Benefits to the Municipality

140 Industrial looks forward to working cooperatively with our host communities of Fitchburg to ensure that 140 Industrial operates as a responsible, contributing member of the community. 140 Industrial anticipates establishing a mutually beneficial relationship with the municipality in exchange for permitting 140 Industrial to site and operate within them. The municipalities stand to benefit in various ways, including but not limited to the following:

- **Jobs**
 - 140 Industrial Road, LLC's cultivation and manufacturing facility in Fitchburg will add approximately 100 full-time jobs, in addition to hiring qualified, local contractors and vendors.
 - Native Sun's retail facilities in Hudson and Braintree will add 25-30 full-time jobs at each location, in addition to hiring qualified, local contractors and vendors.
 - Native Sun's retail facility in North Attleboro will require about 35-40 full time employees, in addition to hiring qualified, local contractors and vendors
- **Monetary Benefits**
 - Our Host Community Agreements include significant monetary donations that would provide our host municipalities with additional financial benefits beyond local property taxes.
- **Access to Quality Product**
 - 140 Industrial will allow qualified consumers in the Commonwealth to have access to high quality marijuana and marijuana products that are tested for cannabinoid content and contaminants
- **Control**
 - In addition to the CCC, the Municipal Police Departments and other municipal

departments will have oversight over 140 Industrial's security systems and processes.

- Responsibility
 - o 140 Industrial is composed of experienced cultivators and professionals who will be thoroughly background checked and scrutinized by the CCC.
- Economic Development
 - o 140 Industrial will participate in the revitalization of the general community through our buildout and during operations.

2.6 Zoning

- **Cultivation and Manufacturing in Fitchburg**

140 Industrial's proposed cultivation and processing facility is located at 140 Industrial Road in the City of Fitchburg. In accordance with the Fitchburg Zoning Code, the proposed location is in the Industrial zoning district designated for marijuana cultivation and processing facilities. The proposed location will also comply with all applicable provisions of the Zoning Code, as the Planning Board will confirm during the Special Permit and Site Plan Review approval process.

140 Industrial have received Letters of Non-Opposition from the City of Fitchburg and has Community Host Agreements in place with the City of Fitchburg. A special permit from the city of Fitchburg was approved on December 11th, 2018 with a modification and extension to the special permit approved on February 22nd, 2022. A building permit for 140 Industrial Road was issued by the City of Fitchburg's Building Commissioner on August 4th, 2021.

3. MARKET RESEARCH

3.1 Market

In Massachusetts, adult-use Cannabis sales are expected to increase from \$106 million in 2017 to \$457 million in 2018, and eventually to \$1.4 billion in 2025, according to New Frontier Data.

3.2 Competitors

140 Industrial's competitors include any vertically integrated and co-located ME/RMD companies planning to cultivate, process, and sell marijuana products in the Commonwealth.

3.3 Competitive Advantage

In every business, there is competition, however, the cannabis industry is known to be highly competitive. 140 Industrial possesses several strengths which will allow us to stand apart from our competition. The industry is rapidly growing, and customers are scrutinizing the quality of cannabis dispensed, the service offered, the location of the dispensary, discounts offered for the products, and to some extent, the branding of the business.

140 Industrial's competitive advantages over their competition include its founders' experience in business, real estate, and real estate development. 140 Industrial also has access to capital, allowing it to secure and build state of the art facilities and retain best in class employees, consultants, and legal counsel.

3.4 Regulations

140 Industrial is a Marijuana Establishment, consistent with the objectives of 935 CMR 500.000.

140 Industrial will be registered to do business in the Commonwealth as a domestic business corporation or another domestic business entity in compliance with 935 CMR 500.000 and maintain the corporation in good standing with the Massachusetts Secretary of the Commonwealth, the Department of Revenue and the Department of Unemployment Assistance..

140 Industrial will apply for all state and local permits and approvals required to renovate and operate the facility. 140 Industrial will also work cooperatively with various municipal departments to ensure that the proposed facility complies with all state and local codes, rules and regulations with respect to design, renovation, operation and security.

4. PRODUCT / SERVICE

4.1 Product & Service

140 Industrial will offer a wide array of marijuana products that will provide consistent, reliable results to consumers based upon the concentrations of cannabinoids in each product.

140 Industrial's production of edibles will take place in compliance with the following:

- Any edible marijuana product that is made to resemble a typical food or beverage product must be packaged and labeled as required by M.G.L. c. 94G, § 4(a½)(xxvi) and 935 CMR 500.105(5) and (6).
- 140 Industrial will not manufacture edibles in the following shapes:
 - The distinct shape of a human, animal, or fruit; or
 - A shape that bears the likeness or contains characteristics of a realistic or fictional human, animal, or fruit, including artistic, caricature, or cartoon renderings.
- 140 Industrial may manufacture edible marijuana products that are geometric shapes and simply fruit-flavored.

140 Industrial will not prepare an edible marijuana product with potency levels exceeding the following, as tested by an independent marijuana testing facility licensed in accordance with M.G.L. c. 94G, § 15:

- For a single serving of an edible marijuana product, five milligrams of active tetrahydrocannabinol (THC); and
- In a single package of multiple edible marijuana products to be eaten, swallowed, or otherwise ingested, not more than 20 servings or 100 milligrams of active THC.
- The THC content must be homogenous, or evenly distributed throughout the edible marijuana product.

Furthermore, 140 Industrial will only package marijuana product beverages in a single serving size.

4.2 Products Offered

140 Industrial will offer a diverse product line in order to accommodate a variety of consumer preferences. In addition to high quality dried flower, marijuana products offered by 140 Industrial for retail consumer purchase will include, but will not be limited to, the following product forms:

- Cannabis Flower
- Cannabis Shake

- Single pre rolled cannabis flower joints and multipacks of pre rolled cannabis flower joints
- Infused cannabis flower prerolled joints and multipacks of infused cannabis flower prerolled joints
- Dissolving tablets and strips, tinctures, nasal/oral sprays, suppositories and other marijuana products designed to be absorbed through the body's mucus membranes;
- Ready-to-use extracted cannabis and hash distillates, oils, waxes, shatters, budders, live resins, saps, taffies, crumbles, moon rocks and other whole-plant cannabis and terpene extracts designed to be preheated and absorbed by inhalation, to be sold as stand-alone products or in pre-dosed vaporizers;
- Creams, salves, lotions, body butters, topicals, dermal patches and other marijuana products designed to be absorbed by transdermal application; and
- Capsules, cooking oils, beverages, sauces, dips, baked goods, confections, chocolates, gummies, candies, lozenges, gums, sugars, salts, syrups, butters, mints, teas and other marijuana products designed to be orally ingested and absorbed through the digestive system.

140 Industrial will expand upon its marijuana product offerings as consumer needs change and new innovative products are developed for the marijuana product marketplace.

5. MARKETING & SALES

5.1 Growth Strategy

140 Industrial plans to grow its business and clientele through strategic partnerships, and educational outreach. The company at this time plans to first open three dispensaries to bring quality cannabis to Massachusetts consumers in and around Hudson, North Attleboro and Braintree.

5.2 Communication

140 Industrial will engage in reasonable marketing, advertising, and branding practices that are not otherwise prohibited in 935 CMR 500.105(4)(b) that do not jeopardize the public health, welfare or safety of the general public or promote the diversion of marijuana or marijuana use in individuals younger than 21 years old. Any such marketing, advertising and branding created for viewing by the public will include the statement “Please Consume Responsibly,” in a conspicuous manner on the face of the advertisement and will include a minimum of two of the warnings in accordance with 935 CMR 500.105(4)(a)(7) in their entirety in a conspicuous manner on the face of the advertisement.

All marketing, advertising and branding produced by or on behalf of 140 Industrial for Marijuana or Marijuana Products will comply with 935 CMR 500.105(4)(a)(8) and contain the following warnings, including capitalization, in accordance with M.G.L. c. 94G, § 4(a½)(xxvi): “This product has not been analyzed or approved by the Food and Drug Administration (FDA). There is limited information on the side effects of using this product, and there may be associated health risks. Marijuana use during pregnancy and breast-feeding may pose potential harms. It is against the law to drive or operate machinery when under the influence of this product. KEEP THIS PRODUCT AWAY FROM CHILDREN. There may be health risks associated with consumption of this product. Marijuana can impair concentration, coordination, and judgment. The impairment effects of edible marijuana may be delayed by two hours or more. In case of accidental ingestion, contact poison control hotline 1-800-222-1222 or 9-1-1. This product may be illegal outside of MA.”

140 Industrial will communicate with its customers by use of email - info@nativesuncannabis.com as well as social media such as Facebook, Instagram, LinkedIn and other social media platforms.

140 Industrial will provide a catalog and a printed list of the prices and strains of marijuana available to Consumers and will post the same catalog and list on its website and in the retail store.

5.3 Sales

140 Industrial will ensure that all Packaging of Marijuana and Marijuana Products that are provided for sale to Consumers are sold in tamper or child-resistant packaging as described in 935 CMR 500.105(6)(a). Packaging for marijuana products sold or displayed for Consumers, including any label or imprint affixed to any packaging containing marijuana products or any exit packages, will not be attractive minors.

Packaging for marijuana products sold or displayed for consumers in multiple servings will allow a consumer to easily perform the division into single servings and include the following statement on the exterior of the package in a printed font that is no smaller than ten-point Times New Roman, Helvetica or Arial, including capitalization: “INCLUDES MULTIPLE SERVINGS.” 140 Industrial will not sell multiple serving beverages and each single serving of an edible marijuana product contained in a multiple-serving package will be marked, stamped, or otherwise imprinted with the symbols issued by the Commission under 935 CMR 500.105(5) that indicates that the single serving is a marijuana product. At no point will an individual serving size of any marijuana product contain more than five (5) milligrams of delta-nine tetrahydrocannabinol.

1.1 Logo

140 Industrial Road LLC d/b/a/ Native Sun has developed a logo to be used in labeling, signage, and other materials such as letterhead and distributed materials.

The logo is discreet, unassuming, and will not use medical symbols, images of marijuana, related paraphernalia, or colloquial references to cannabis or marijuana. Please see below for examples:



6. FINANCIAL PROJECTIONS

The projected start date of 140 Industrial's first full fiscal year is Jan 1, 2023

Fiscal Year	FIRST FULL FISCAL YEAR PROJECTIONS 2023	SECOND FULL FISCAL YEAR PROJECTIONS 2024	THIRD FULL FISCAL YEAR PROJECTIONS 2025
Projected Revenue*	\$5,836	\$ 21,259	\$ 28,711
Projected Expenses*	\$ 8,998	\$ 14,436	\$ 17,541
VARIANCE:*	\$ (3,162)	\$ 6,823	\$ 11,170
* (x1000)			

7. TEAM

7.1 General

140 Industrial has put together a team to implement the operations of its Marijuana Establishments. 140 Industrial intends to create 40-50 full-time staff positions within the first three years of operations. No individual on the 140 Industrial team is a controlling person over more than three licenses in a particular class of license.

7.2 About the Founder and Board of Directors -

Tim Caraboolad

Timothy has over 10 years of experience operating and managing real estate businesses in Massachusetts. In 2012 he founded Arc Design Group—a Boston boutique real estate development company that specializes in high-end luxury housing—where he currently serves as the President. Over the past 6 years, Arc Design Group has set several records for achieving the highest price per square foot in the highly competitive market of South End of Boston. In 2009 Timothy's mother beat an arduous battle with breast cancer. Over the course of her recovery, he experienced first hand how difficult and confusing it can be to legally purchase medical cannabis. This experience is what led Timothy to his most recent venture—building a safer and easier way for patients to get medical cannabis in Massachusetts. He believes that cannabis can help people control their wellness and looks forward to educating other about marijuana's many benefits.

Geoff Caraboolad

Geoffrey is the President and CEO of Metric Corporation. As both a builder and a developer, Geoff brings a unique viewpoint to Metric, offering firsthand construction experience as well as insight from the owner's perspective. He collaborates with clients and their designers from inception, contributing a wealth of knowledge to establish the groundwork for success. A carpenter by trade and a perfectionist by nature, Geoff is actively engaged with each project; weekly updates keep him apprised of the status, giving him the opportunity to offer his expertise so projects stay on track.

Geoff Bernstein

Geoff currently serves as founder and General Partner at Indicator Ventures, a Boston and NYC-based venture capital firm. Prior to founding Indicator Ventures, Geoff founded and ran Borderless Ventures, an advisory and consulting business catering to early-stage businesses. For his clients, Geoff wrote business plans, investor presentations, and marketing plans, built corporate models, negotiated terms and helped raise seed funding. For one of his clients, he advised the management and board throughout a buyout offer from an international, publicly listed pharmaceutical company. Previously, Geoff was an associate and member of the Investment Committee at HighVista Strategies, a Boston-based hedge fund with \$5 billion in assets under management. Geoff was responsible for sourcing and analyzing investment opportunities across multiple sectors and asset classes, focusing primarily on illiquid investments including real estate, infrastructure, private equity and venture capital. Geoff was also responsible for analyzing and presenting portfolio construction and performance to clients with the investor relations team. Before moving to the buy-side, Geoff spent four years in Leveraged Finance and Debt Capital Markets at Jefferies & Company, where he helped underwrite over \$10 billion in high yield bonds and leveraged loans for businesses across all industries. Geoff is currently on the Boards of Shibumi and Nimble and Advisory Boards of Unikrn and Caplinked. Geoff is actively involved in the Boston community, where he is on the Board of Trustees of the Boys & Girls Clubs of Boston and is Chair of the Leadership Council for the young professionals group, the Board of Overseers at Beth Israel Deaconess Medical Center, and previously the Board of Trustees at Meadowbrook School of Weston.

Diversity Plan

Statement of Purpose

140 Industrial, LLC (“140 Industrial”) is dedicated to promoting equity in its operations for diverse and underrepresented populations, which the Commission has identified as the following:

1. Minorities;
2. Women;
3. Veterans;
4. People with disabilities; and
5. People identifying as LGBTQIA+

140 Industrial believes in creating and sustaining a robust policy of inclusivity in its own business as well as in the Marijuana industry as a whole. As such, 140 Industrial has developed a diversity plan to promote equity among minorities, women, veterans, people with disabilities, and persons identifying as LGBTQIA+.

Goals

The goal of 140 Industrial’s diversity plan is to establish and maintain an inclusive and diverse workforce at all levels of the company and promote equity in the Marijuana Industry as a whole (specifically among the above-mentioned demographics)

1. To hire at least:
 - a. 30% of women as a percentage of all employees
 - b. 10% minorities as percentage of all employees
 - c. 10% Veterans as percentage of all employees
 - d. 10% people with disabilities as percentage of all employees
 - e. 10% people identifying as LGBTQIA+ as percentage of all employees
2. Offering employees from the above listed demographics a minimum of 1 annual training session that will provide the tools needed to grow within the industry and provide assistance to individuals falling into the above-listed demographics to achieve their goal of succeeding in the marijuana industry

Programs

140 Industrial, LLC plans to achieve its above state goals by:

1. Holding an annual job fair that will encourage women, minority, veterans, disabled persons and persons identifying as LGBTQIA+ to attend and ask questions, We will reach out by promoting the job fair and that we are looking for applicants who are included in the above mentioned demographics on our own website, recruitment websites, and on our age gated social media presence such as Instagram, Facebook, LinkedIn, Leafly and other appropriate sites
2. Post ads for hiring needs in diverse publications such as web-based recruitment platforms i.e. indeed.com
3. Institute a “blind hiring” policy in which the personal information of the candidate is not included to prevent the hiring manager from leading to unconscious (or conscious) bias about the candidate.
4. Implement a Non-Discrimination, Harassment and Retaliation Policies that are outlined in the Employee Handbook that all hired staff must read and acknowledge during onboarding
5. Creating a promotion process that employs equity principles for current employees;
 - a. For example, 140 Industrial will use a bias-free performance management process, and implement the “Rooney Rule” whereby 140 Industrial will consider at least one woman and one underrepresented minority for every manager position that needs to be filled.
6. Providing annual training programs for individuals falling into the above-listed demographics to assist with promoting their growth in the marijuana industry

Diversity Plan

- a. The Program will allow up to 1 individual per quarter, totaling 4 individuals per year, who are interested in an opportunity to learn more about the cannabis industry
- b. The program will last for 5 days, consisting of 8 hours per training day
- c. The program will consist of program participants shadowing cultivation and manufacturing leads to learn more about the inner workings of the cultivation & manufacturing facility to get an idea what working within an cannabis cultivation & manufacturing facility is like on a day to day basis from a management perspective
- d. The program subject matter will include:
 - i. Leaf Logix backend and METRC competency;
 - ii. Processing products in the facility;
 - iii. Managing product being transported in and out of the facility;
 - iv. Inventory procedures;
 - v. Security protocols;
 - vi. other relevant subjects
- e. Internal advertisements will be posted in employee common areas such as the employee break area and the employee locker room where staff members will be encouraged to apply to the training program. Staff will also be notified via email that applications to this program will be open to staff, specifically those who fall within the above listed demographics who are interested in an opportunity to learn more about the cannabis industry.
- f. Once selected for the program, those individuals will be linked with industry veterans who they will be training with to learn about the subject matter listed above.
- g. A certificate will be awarded to the individuals who complete the training program;
- h. Individuals who complete the program will likely be considered for open leadership positions.

Measurements

140 Industrial, LLC plans to measure the success of its diversity plan on an annual basis and will implement a program that establishes a baseline for, and tracks the following data pertaining to its workforce, management, and executive positions in comparison to the industry and local demographics:

1. 140 Industrial will record the number of persons who attend each annual job fair, and note the percentage of attendants from the above-referenced demographic groups at the job fair to observe if the outreach was effective for finding diverse candidates
2. Annual Measurements of Employment Diversity to ensure staffing goals have been met:
 - a. The number of individuals from the above-referenced demographic groups who were hired and retained after the issuance of a license and percentage of employees who fall under each of the above-listed demographics;
 - b. The number of promotions for people falling into the above-listed demographics since initial licensure;
3. Measuring the number of individuals falling into the above-listed demographics who were included in the annual training program that will be implemented to promote 140 Industrial employees growth in the marijuana industry

Acknowledgements

- 140 Industrial will adhere to the requirements set forth in 935 CMR 501.105(4) which provides the permitted and prohibited advertising, branding, marketing, and sponsorship practices of every Marijuana Establishment.
- Any actions taken, or programs instituted, by 140 Industrial will not violate the Commission's regulations with respect to limitations on ownership or control or other applicable state laws.
- 140 Industrial, LLC acknowledges that each year upon the process of renewal, the progress of this plan will be reviewed

Energy Compliance Plan

Summary

140 Industrial, LLC's ("140 Industrial") Policies and procedures for energy efficiency and conservation that will include:

1. 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;
2. Consideration of opportunities for renewable energy generation including, where applicable, submission of building plans showing where energy generators could be placed on the site, and an explanation of why the identified opportunities were not pursued, if applicable;
3. Strategies to reduce electric demand (such as lighting schedules, active load management and energy storage); and
4. Engagement with energy efficiency programs offered pursuant to M.G.L. c. 25, § 21, or through municipal lighting plants.
5. MEs engaged in transportation operations will use best management practices to reduce energy and water usage, engage in energy conservation and mitigate other environmental impacts.

To demonstrate compliance with 935 CMR 500.120(11), an ME applicant seeking to engage in cultivation operations must submit an energy compliance letter prepared by a Massachusetts Licensed Professional Engineer or Massachusetts Licensed Registered Architect with supporting documentation, together with submission of building plans under 935 CMR 500.103(1)(b), but prior to final licensure. To the extent updates are required to the information provided for initial licensure, 140 Industrial will submit an updated energy compliance letter prepared by a Massachusetts Licensed Professional Engineer or Massachusetts Licensed Registered Architect with supporting documentation, together with a renewal application submitted under 935 CMR 500.103(4).

Cultivation Operations

140 Industrial's cultivation operations will satisfy minimum energy efficiency and equipment standards established by the Commission and meet all applicable environmental laws, regulations, permits and other applicable approvals including, but not limited to, those related to water quality and quantity, wastewater, solid and hazardous waste management, and air pollution control, including prevention of odor and noise pursuant to 310 CMR 7.00: Air Pollution Control as a condition of obtaining a final License under 935 CMR 500.103(2) and as a condition of renewal under 935 CMR 500.103(4). 140 Industrial's cultivation operations will adopt and use additional best management practices as determined by the Commission, in consultation with the working group established under St. 2017, c. 55, § 78(b) or applicable departments or divisions of the EOEEA, to reduce energy and water usage, engage in energy conservation and

Energy Compliance Plan

mitigate other environmental impacts, and will provide energy and water usage reporting to the Commission in a form determined by the Commission. Each License renewal application under 935 CMR 500.103(4)(c) must include a report of 140 Industrial 's cultivation operations' energy and water usage over the 12-month period preceding the date of application

For purposes of 935 CMR 500.120(11), the following terms will have the following meanings:

- a. Horticultural Lighting Equipment (HLE) means any lighting equipment (e.g. fixtures, bulbs, ballasts, controls, etc.) that uses energy for the cultivation of plants, at any stage of growth (e.g. germination, cloning/mother plants, Propagation, Vegetation, Flowering, and harvest).
- b. Horticulture Lighting Square Footage (HLSF) means Canopy.
- c. Lighting Power Density (HLPD) means a measure of total watts of Horticultural Lighting Equipment per total Horticulture Lighting Square Footage, $(HLE/HLSF = HLPD)$ expressed as the number of watts per square foot.

Product Manufacturing Operations

An ME engaged in product manufacturing operations will meet all applicable environmental laws, regulations, permits and other applicable approvals including, but not limited to, those related to water quality and quantity, wastewater, solid and hazardous waste management and air pollution control, including prevention of odor and noise pursuant to 310 CMR 7.00: Air Pollution Control, and to use additional best management practices as determined by the Commission in consultation with the working group established under St. 2017, c. 55, § 78(b) or applicable departments or divisions of the EOEEA to reduce energy and water usage, engage in energy conservation and mitigate other environmental impacts

Building Code Requirements

140 Industrial's cultivation facility will meet minimum Massachusetts Building Code requirements and all Massachusetts amendments (780 CMR: State Building Code), International Energy Conservation Code (IECC) Section C.402 or The American Society of Heating, Refrigerating and Air-conditioning Engineers (ASHRAE) Chapters 5.4 and 5.5 as applied or incorporated by reference in 780 CMR: State Building Code, unless 140 Industrial's facility uses an existing building and may demonstrate compliance by showing that the envelope insulation complies with code minimum standards for Type Factory Industrial F-1, as further defined in guidelines issued by the Commission.

Lighting

140 Industrial 's Lighting Power Densities (LPD) for cultivation space will not exceed an average of 36 watts per gross square foot of active and growing space canopy, but for Tier 1 and Tier 2 a requirement of 50 watts per gross square foot of active canopy or growing unless otherwise determined in guidelines issued by the Commission.

Energy Compliance Plan

All horticultural lighting used in the facility will be listed on the current Design Lights Consortium Solid-State Horticultural Lighting Qualified Products List ("Horticultural QPL") or other similar list approved by the Commission as of the date of License application, and lighting Photosynthetic Photon Efficacy (PPE) is at least 15 % above the minimum Horticultural QPL threshold rounded up to the nearest 0.1 $\mu\text{mol/J}$ (micromoles per joule).

If 140 Industrial is looking to use horticultural lighting not included on the Horticultural QPL or other similar list approved by the Commission, 140 Industrial will seek a waiver pursuant to 935 CMR 500.850: Waivers and provide documentation of third-party certification of the energy efficiency features of the proposed lighting. All facilities, regardless of compliance path, will provide third-party safety certification by an OSHA NRTL or SCC-recognized body, which will certify that products meet a set of safety requirements and standards deemed applicable to horticultural lighting products by that safety organization.

Before final licensure 140 Industrial will demonstrate compliance with 935 CMR 500.120(11), by submitting an energy compliance letter prepared by a Massachusetts Licensed Professional Engineer or Massachusetts Licensed Registered Architect with supporting documentation and submission of building plans and Architectural Review.

HVAC

140 Industrial's Heating Ventilation and Air Condition (HVAC) and dehumidification systems will meet Massachusetts Building Code requirements and all Massachusetts amendments (780 CMR: State Building Code), IECC Section C.403 or ASHRAE Chapter 6 as applied or incorporated by reference in (780 CMR: State Building Code). 140 Industrial will provide certification from a Massachusetts Licensed Mechanical Engineer that the HVAC and dehumidification systems meet Massachusetts building codes and that these systems have been evaluated and sized for the anticipated loads of the facility.

Safety Protocols

140 Industrial has established and documented safety protocols to protect workers (e.g. requiring eye protection near operating grow lights), as further described in the Workplace Safety Plan.

140 Industrial will document renewable or alternative energy credits that represent a portion of the energy usage not generated on-site, has been purchased and retired annually.

Before final licensure 140 Industrial will demonstrate compliance with 935 CMR 500.120(11), by submitting an energy compliance letter prepared by a Massachusetts Licensed Professional Engineer or Massachusetts Licensed Registered Architect with supporting documentation and submission of building plans and Architectural Review.

Energy Compliance Plan

The Commission may further define these standards, or create reasonable exemptions or modifications, through guidelines issued in consultation with the energy and environmental standards working group established under St. 2017, c. 55, § 78(b). 140 Industrial will regularly check for such guidelines and continue to follow the Commission's standards.

Maintaining of Financial Records

140 Industrial, LLC (“140 Industrial”) operating policies and procedures ensure financial records are accurate and maintained in compliance with the CCC’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 CCC may access this information to carry out its official duties.
- All recordkeeping requirements under 935 CMR 500.105(9)(e) 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 and any executive compensation, bonus, benefit, or item of value paid to any individual affiliated with a marijuana establishment, including members, if any.
- 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 CCC’s regulations; and
 - Fines or penalties, if any, paid under 935 CMR 500.360 or any other section of the CCC’s regulations.

Personnel Policies Including Background Checks

Overview

140 Industrial, LLC (“140 Industrial”) will maintain personnel records as a separate category of records due to the sensitivity and importance of information concerning agents, including registration status and background check records. 140 Industrial 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 conditions;
- Personnel policies and procedures; and
- All background check reports are obtained in accordance with **935 CMR 500.030**.

Equal Employment Opportunity

In order to provide equal employment and advancement opportunities, employment decisions at 140 Industrial will be based on merit, qualifications and abilities and does not discriminate employment opportunities based on race, sex, color, age, national origin, ancestry, sexual orientation, handicap, disability, genetic information, pregnancy, marital status, gender identity/expression, religion, creed, veteran’s status, national guard or reserve unit obligations or other protected status.

Employees can raise concerns and make reports without fear of reprisal. Anyone found to be engaging in any type of unlawful discrimination will be subject to disciplinary action, up to and including termination of employment.

Employee Registration

Prior to beginning employment all 140 Industrial employees are required to meet with our Human Resources Director to complete the following paperwork:

1. Federal Forms W-4 (tax withholding certificate)
2. I-9 Employment Eligibility Verification; employees must provide with documentation of identity and employment eligibility as listed on Form I-9
3. A CORI and comprehensive background check completed by Creative Solutions Inc.
4. Completed CCC issued paperwork to register and obtain an agent registration card

Ongoing employment is subject to the employee registration requirements set forth by the CCC; agent cards must be renewed prior to registration expiration by 140 Industrial in order for the employee to continue working. Background checks must be completed on an annual basis.

Agent Personnel Records

Personnel records for each agent will be maintained for at least twelve (12) months after termination of the agent’s affiliation with 140 Industrial 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;
- Employee Offer Letter
- Documentation of all required training, including training regarding privacy and confidentiality requirements, and the signed statement of the individual indicating the date, time, and place he or she received said training and the topics discussed, including the name and title of presenters;

- A copy of the application that 140 Industrial submitted to the CCC on behalf of the prospective employee
- Documentation of periodic performance evaluations; 30/60/90 day reviews and annual reviews
- A record of any disciplinary or corrective actions taken;
- Notice of completed responsible vendor and eight-hour related duty training; RVT certification must be maintained on an annual basis
- Results of initial background investigation, including CORI reports
 - Note: CORI reports obtained in accordance with 105 CMR 725.030(C), M.G.L. ch 6, sec. 172 and 803 CMR 2.00, are kept separate from general personnel records.
 - Annual BG checks must be maintained
- Documentation of all security related events (including violations) and the results of any investigations and description of remedial actions, restrictions, or additional training required as a result of an incident.

Personnel records will be kept in a secure location at the Corporate office in Waltham to maintain confidentiality and be only accessible to the agent's manager or members of the executive management team. 140 Industrial will treat all personal employee information confidentially and will protect the employee's privacy by securely handling sensitive information. Personnel records will be maintained by 140 Industrial for a minimum of twelve (12) months after the employee's affiliation with 140 Industrial concludes.

Staffing Plan and Business Hours

Hiring and Recruitment

140 Industrial's Human Resource Manager will engage the executive management team and management staff on a regular basis to determine if vacancies are anticipated or whether specific positions need to be created in response to company needs. 140 Industrial's hiring practices will include but are not limited to the following and apply to all types of working situations including hiring, firing, promotions, harassment, training, wages and benefits:

- Equal Employment Opportunity Commission (EEOC) Compliance;
- 140 Industrial's Diversity Plan and Community Initiatives;
- 140 Industrial's Plan to Positively Impact Areas of Disproportionate Impact;
- Background Checks and References;
- Mandatory reporting of criminal convictions (and termination if necessary);
- State and Federal Family Leave Act;
- Workplace Safety Laws;
- State and Federal Minimum Wage Requirements; and
- Non-Disclosure and Non-Complete Agreements

Training

All staff hired for employment at 140 Industrial will be trained after onboarding in accordance with **935 CMR 500.105(2)**, ensuring that Responsible Vendor Training is completed within 90 days of hire. All 140 Industrial employees that are registered as agents are required to complete and pass the course within the designated time period of 90 days after hiring. This course will have to be renewed annually in order to stay compliant with the current regulation requirements. Documentation of RVT completion must be retained with each agent's personnel records.

Standards of Conduct

140 Industrial is committed to maintaining an environment conducive to the health and wellbeing of employees and hired maintenance persons or contractors. It is 140 Industrial's mission to provide a professional workplace free from harassment and discrimination for employees. 140 Industrial will not tolerate harassment or discrimination on the basis of sex, race, color, national origin, age, religion, disability, sexual orientation, gender identity, gender expression, or any other trait or characteristic protected by any applicable federal, state, or local law or ordinance. Harassment or discrimination on the basis of any protected trait or characteristic is contrary to 140 Industrial's values and is a violation of the Company Code of Conduct. Harassment is a form of discrimination, there is a broad range of behavior that could constitute harassment. In general, harassment is any verbal or physical conduct that:

- Has the purpose or effect of creating an intimidating, hostile, or offensive working environment;
- Has the purpose or effect of unreasonably interfering with an individual's work performance; or
- Adversely affects an individual's employment opportunities.

Employees are expected to maintain the highest degree of professional behavior. Any harassment or discrimination by employees is strictly prohibited. Further, harassing or discriminatory behavior of non-employees directed at 140 Industrial employees or customers also is condemned and will be promptly addressed.

Sexual Harassment

As defined in the state of Massachusetts, "Sexual Harassment" means sexual advances, requests for sexual favors, and verbal or physical conduct of a sexual nature when:

- (a) submission to or rejection of such advances, requests or conduct is made either explicitly or implicitly a term or condition of employment or as a basis for employment decisions; or,
- (b) such advances, requests or conduct have the purpose or effect of unreasonably interfering with an individual's work performance by creating an intimidating, hostile, humiliating or sexually offensive work environment.

Retaliation against an individual who has complained about sexual harassment, and retaliation against individuals for cooperating with an investigation of a sexual harassment complaint is unlawful and will not be tolerated by 140 Industrial, LLC.

Violence and Weapons in the Workplace

Any and all acts of violence in the workplace will result in immediate dismissal of the employee, customer, or parties involved. Law enforcement will be contacted immediately in the case of a violent event. 140 Industrial strictly prohibits employees from making threats or engaging in violent acts.

Prohibited conduct includes, but is not limited to:

- (i) injuring another person physically,
- (ii) engaging in behavior that creates a reasonable fear of injury in another person,
- (iii) engaging in behavior that subjects another individual to extreme emotional distress,
- (iv) threatening to injure an individual or damage property and
- (v) committing acts motivated by, or related to sexual harassment.

Weapons are not permitted on site by employees, customers, or other parties. In addition, 140 Industrial employees who hold a license to carry a concealed weapon are prohibited from carrying a weapon while on duty. Employees found carrying weapons on 140 Industrial facilities will be immediately terminated. Customers found carrying weapons on the premises will be asked to leave and/or the police will be notified accordingly.

Complaints of Harassment or Violence in the Workplace

If any of our employees believes that he or she has witnessed or have been subjected to harassment, the employee has the right to file a complaint with 140 Industrial, LLC. This may be done in writing or orally.

Employees who would like to file a complaint may do so by contacting the Manager/Assistant Manager of the location and/or Director of Human Resources, at the main office 617-719-3478. If reported to the Manager/Assistant Manager, the Manager/Assistant Manager must file a complaint with the Director of Human Resources.

Social Media

Employees will be asked to follow some basic guidelines regarding social media such as refraining from posting images that show the inside of the facility. Employees are also discouraged from posting dates of new product releases or any sensitive information.

Employees are allowed to tag @nativesuncannabis in a post as long as there are no privacy violations. Employees are also allowed to repost anything that has already been posted to Native Sun's social media pages.

At-Will Employment

In the state of Massachusetts, employment is assumed to be at-will unless otherwise stated. At-will employment implies that employer and employee alike may terminate the work relationship at any given moment and for any legitimate purpose. Wrongful termination may be more difficult to prove in an at-will arrangement because of the freedom that each party has to end the employment. However, there are still many instances wherein a termination or discharge can be called wrongful, even in an at-will employment.

Workplace Attire

The required attire for registered agents at 140 Industrial varies based upon required duties. New hire training and the onboarding process will go over the workplace attire specific to each role and the department manager will be responsible for ensuring compliance with all requirements is met. Manufacturing personnel will be required to wear clothing and shoes that are only to be worn inside of the facility in order to maintain sanitary conditions and will be required to change clothing when arriving for a shift and when leaving the facility for break or after a shift has ended.

Business Hours for 140 Industrial, LLC

Monday:	8am - 8pm
Tuesday:	8am - 8pm
Wednesday:	8am - 8pm
Thursday:	8am - 8pm
Friday:	8am - 8pm
Saturday:	8am - 8pm
Sunday:	8am - 8pm

Overview of Personnel Policies and Procedures

Standard Employment Practices

140 Industrial values the contributions of its management and staff positions. 140 Industrial will strive to be the industry leader in workplace satisfaction by offering highly competitive wage and benefits

packages and developing a culture that values a proper work-life balance, boasts a transparent and accessible executive management team, and fosters a work ethic that focuses on the mission of the company and spirit of the adult-use and medical marijuana programs in Massachusetts.

Advancement

The organization will be structured in a relatively flat manner, with promotional opportunities within each department. Participation in training and annual performance evaluations will be critical for any promotions or pay increases.

Written Policies

140 Industrial's written policies will address, inter alia, the Family and Medical Leave Act (FMLA), the Consolidated Omnibus Budget Reconciliation Act (COBRA), equal employment opportunity, discrimination, harassment, the Employee Retirement Income Security Act (ERISA), disabilities, maintenance of personnel files, privacy, email policy, **935 CMR 500.000** et. Seq., holidays, hours, sick time, personal time, overtime, performance reviews, disciplinary procedures, working hours, pay rates, , bonuses, veteran preferences, drug and alcohol free workplace, personnel policies, military leaves of absence, bereavement leave, jury duty, CORI checks, smoking, and compliance hotline.

Investigations

140 Industrial will set forth policies and procedures to investigate any complaints or concerns identified or raised internally or externally in order to stay in compliance with **935 CMR 500.000** et. seq.

Designated Outside Counsel

140 Industrial may retain counsel specializing in employment law to assist the Human Resources Manager with any issues and questions.

Job Status

Job Classifications

Positions at 140 Industrial are categorized by rank and by department. The executive management team oversees the overall success of the mission of the company; the CEO is responsible for implementation of the mission and the executive management team as a whole is responsible for ensuring that all departments are properly executing their functions and responsibilities. Job classification consists of three rank tiers: Executive Management, Management, and Non-Management Employee.

Work Schedules

Work schedules will be either part-time, full-time, or salaried, depending on the specific position. Schedules will be set according to the needs of each department as determined by the department manager and the executive manager they report to. It is the department manager's responsibility to develop and implement a work schedule that provides necessary duty and personnel coverage but does not exceed what is required for full implementation of operations. It is also the department manager's responsibility to ensure that adequate coverage occurs on a daily basis and does not lead to unnecessary utilization of overtime coverage.

Mandatory Meetings

There will be a mandatory reoccurring facility-wide meeting on a monthly basis. All required personnel will be notified of their required attendance. Staff who do not attend a mandatory meeting and do not have an excused absence to miss the scheduled meeting may be subject to disciplinary action. Certain

personnel may not be required to attend. Each department will have a mandatory weekly meeting schedule by the department manager. The department managers will provide agendas for all meetings and will report to their executive manager.

Breaks

Daily breaks, including lunch breaks, will comply with the laws of the Commonwealth of Massachusetts.

Performance Reviews

Performance reviews will be conducted by executive or department managers. Reviews will be conducted at three-month intervals for new full and part time employees and gives the chance to discuss performance, goals and any potential future opportunities with their supervisor(s). Employees will also have an annual performance review that will be conducted each calendar year. A written synopsis must be provided to, and signed by, the employee under review. Reviews must be retained in each employee's employment file. Performance reviews must take into account positive performance factors and areas requiring improvement. Scoring systems may be utilized to help reflect the employee's overall performance.

Leave Policies

140 Industrial leave policies will comply with all state and federal statutes.

All full-time employees will receive two 40-hour weeks of paid vacation per annum. Additional leave must be requested at least 2 weeks in advance and approved by the employee's department manager.

140 Industrial will determine which holidays will be observed and which departments will not be required to work.

140 Industrial will offer paid maternity leave. Additional leave will not be paid and must be approved by the department manager. Parental Leave: Full-time employees are eligible for eight (8) weeks of unpaid parental leave under the Massachusetts Parental Leave Statute. Employees must complete 90 days of employment to be eligible. Employees are required to give a minimum two weeks written notice prior to departure.

140 Industrial provides family leaves of absence (also referred to as FMLA - Family Medical Leave Act) without pay to eligible employees who wish to take time off from work duties to fulfill family obligations relating directly to childbirth, adoption, or placement of a foster child; or to care for a child, spouse, or parent with a serious health condition. A serious health condition means an illness, injury, impairment, or physical or mental condition that involves inpatient care in a hospital, hospice, or residential medical care facility; or continuing treatment by a healthcare provider. Employees who have worked at 140 Industrial for at least twelve (12) months and at least one-thousand two hundred and fifty (1,250) hours in twelve months prior to the leave request. More details regarding FMLA and the amount of leave allotted to 140 Industrial employees may be reviewed in the Employee Handbook.

140 Industrial also offers Bereavement Leave. Benefit-eligible employees are allowed up to three (3) days of paid leave in the case of death in the employee's immediate family. Immediate family is defined to include parents, spouse, domestic partner, children, brothers and sisters, grandparents, grandchildren, mother-in-law or father-in-law. Regular full-time employees are entitled to up to one day paid leave in the case of death in the spouse's immediate family. Additional unpaid leave may be authorized by 140 Industrial.

Military Leave: Employees who are required to serve a period of time in a reserve component of the U.S. Armed Forces are allowed an unpaid leave of absence.

Holidays at 140 Industrial

140 Industrial anticipates observing the following holidays:

- Thanksgiving; and
- Christmas Day.

Holidays occurring during an employee's vacation period may (not) be taken on another day. 140 Industrial will make a good faith effort to accommodate religious holidays upon request.

Disciplinary Policies

Purpose

140 Industrial's discipline policy and procedure is designed to provide a structured corrective action process to improve and prevent a recurrence of undesirable behavior and/or performance issues. The steps outlined below of 140 Industrial's discipline policy and procedure have been designed consistent with 140 Industrial's organizational values, best practices, and employment laws.

140 Industrial reserves the right to combine or skip steps depending upon the facts of each situation and the nature of the offense. The level of disciplinary intervention may also vary. Some of the factors that will be considered depend upon whether the offense is repeated despite coaching, counseling, and/or training; the employee's work record; and the impact the conduct and performance issues have on 140 Industrial's organization.

Procedure

Step 1: Coaching and Verbal Warning

Step 1 creates an opportunity for the immediate supervisor to schedule a meeting with an employee to bring attention to the existing performance, conduct, or attendance issue. The supervisor should discuss with the employee the nature of the problem or violation of company policies and procedures. The supervisor is expected to clearly outline expectations and steps the employee must take to improve performance or resolve the problem.

Within five business days, the supervisor will prepare written documentation of a Step 1 meeting. The employee will be asked to sign the written documentation. The employee's signature is needed to demonstrate the employee's understanding of the issues and the corrective action needed.

Step 2: Written Warning

While it is hoped that the performance, conduct, or attendance issues that were identified in Step 1 have been corrected, 140 Industrial recognizes that this may not always be the case. A written warning involves a more formal documentation of the performance, conduct, or attendance issues and consequences.

During Step 2, the immediate supervisor and a department manager or director will meet with the employee and review any additional incidents or information about the performance, conduct, or attendance issues as well as any prior relevant corrective action plans. Management will outline the consequences for the employee of his or her continued failure to meet performance and/or

conduct expectations. A formal performance improvement plan (PIP) requiring the employee's immediate and sustained corrective action will be issued within five business days of a Step 2 meeting. A warning outlining that the employee may be subject to additional discipline up to and including termination if immediate and sustained corrective action is not taken may also be included in the written warning.

Step 3: Suspension and Final Written Warning

There may be performance, conduct, or safety incidents so problematic and harmful that the most effective action may be the temporary removal of the employee from the workplace. When immediate action is necessary to ensure the safety of the employee or others, the immediate supervisor may suspend the employee pending the results of an investigation.

Suspensions that are recommended as part of the normal progression of this progressive discipline policy and procedure are subject to approval from a next-level manager and the Human Resources Manager.

Depending upon the seriousness of the infraction, the employee may be suspended without pay in full-day increments consistent with federal, state and local wage-and-hour employment laws. Non Exempt/hourly employees may not substitute or use an accrued paid vacation or sick day in lieu of the unpaid suspension. Due to Fair Labor Standards Act (FLSA) compliance issues, unpaid suspension of salaried/exempt employees is reserved for serious workplace safety or conduct issues. The Human Resources Manager will provide guidance so that the discipline is administered without jeopardizing the FLSA exemption status.

Pay may be restored to the employee if an investigation of the incident or infraction absolves the employee.

Step 4: Recommendation for Termination of Employment

The last and most serious step in the progressive discipline procedure is a recommendation to terminate employment. Generally, 140 Industrial will try to exercise the progressive nature of this policy by first providing verbal warnings, a written warning and a final written warning, and/or suspension from the workplace before proceeding to a recommendation to terminate employment. However, 140 Industrial reserves the right to combine and skip steps depending upon the circumstances of each situation and the nature of the offense. Furthermore, employees may be terminated without prior notice or disciplinary action. In accordance with 935 CMR 500.105(1)(m), immediate termination will be required for employees who do the following:

1. Diverted Marijuana (with verification of the diversion)

- a. Buying product from the dispensary to give to somebody under the age of 21. This must be immediately reported to the CCC

2. Engage in unsafe practices with regard to the operation of HBNA

- a. Practices that could compromise the safety of our staff or the facility. Some examples (this list is not exhaustive)
 - i. Telling anyone outside of 140 Industrial LLC when deliveries are scheduled to go out or arrive at their destinations
 - ii. Stealing money and/or cannabis products from 140 Industrial, LLC
 - iii. Purposeful destruction of 140 Industrial, LLC property or the property of a staff member
- b. This must be immediately reported to the CCC

3. 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 any other jurisdiction

If any employee is proven to have committed any of the above infractions, they must be immediately dismissed and their agent cards/IDs as well as any electronic keycards for building access must be collected and all accounts attached to that employee will be deactivated as soon as possible. Their CCC agent ID must be surrendered and deactivated.

Management's recommendation to terminate employment must be approved by the Human Resources Manager and department manager or designee. Final approval may be required from the CEO or designee.

Nothing in this policy provides any contractual rights regarding employee discipline or counseling nor should anything in this policy be read or construed as modifying or altering the employment-at-will relationship between 140 Industrial and its employees.

Appeal Process

Employees will have the opportunity to present information that may challenge information management has used to issue disciplinary action. The purpose of this process is to provide insight into extenuating circumstances that may have contributed to the employee performance and/or conduct issues while allowing for an equitable solution.

If the employee does not present this information during any of the step meetings, he or she will have five business days after that meeting to present information.

Performance and Conduct Issues Not Subject to Progressive Discipline or Appeal Process

In accordance with 935 CMR **500.105(1)(M)**, a Marijuana Establishment Agent will be immediately dismissed for reasons such as

1. Diverting marijuana products of any kind, especially if the product is diverted to individuals under 21 years of age,
2. Engaged in unsafe practices with regard to operation of the Marijuana Establishment or
3. 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 any Other Jurisdiction.

Behavior that is illegal is not subject to progressive discipline and may be reported to local law enforcement. Theft, intoxication at work, fighting and other acts of violence are also not subject to progressive discipline and may be grounds for immediate termination.

Documentation

The employee will be provided copies of all progressive discipline documentation, including all performance improvement plans. The employee will be asked to sign copies of this documentation attesting to their receipt and understanding of the corrective action outlined in these documents. Copies of these documents will be placed in the employee's official personnel file.

Separation of Employment

Separation of employment within an organization can occur for several different reasons. Employment may end as a result of resignation, retirement, release (end of season or assignment), reduction in workforce, or termination. When an employee separates from 140 Industrial, his or her supervisor must contact the Human Resources Manager to schedule an exit interview, typically to take place on the employee's last workday.

Types of Separation

1. Resignation

Resignation is a voluntary act initiated by the employee to end employment with 140 Industrial. The employee must provide a minimum of two (2) weeks' notice prior to resignation. If an employee does not provide advance notice or fails to actually work the remaining two weeks, the employee will be ineligible for rehire and will not receive accrued benefits. The resignation date must not fall on the day after a holiday.

2. Retirement

An employee who wishes to retire is required to notify his or her department director and the Human Resources Manager in writing at least one (1) month before the planned retirement date. It is the practice of 140 Industrial to give special recognition to employees at the time of their retirement.

3. Job Abandonment

An employee who fails to report to work or contact his or her supervisor for two (2) consecutive workdays will be considered to have abandoned the job without notice effective at the end of the employee's normal shift on the second day. The department manager will notify the Human Resources Manager at the expiration of the second workday and initiate the paperwork to terminate the employee. Employees who are separated due to job abandonment are ineligible to receive accrued benefits and are ineligible for rehire.

4. Termination

Employees of 140 Industrial are employed on an at-will basis, and the company retains the right to terminate an employee at any time. Employees will be immediately terminated in accordance with 935 CMR **500.105 (1)(M)**.

5. Reduction in Workforce

An employee may be laid off due to changes in duties, organizational changes, lack of funds, or lack of work. Employees who are laid off may not appeal the layoff decision through the appeal process.

6. Release

Release is the end of temporary or seasonal employment. The Human Resources Manager, in consultation with the department manager, will inform the temporary or seasonal worker of their release according to the terms of the individual's temporary employment.

Exit Interview

The separating employee will contact the HR department as soon as notice is given to schedule an exit interview. The interview will be on the employee's last day of work or other day, as mutually agreed

upon. Exit interviews are designed and intended to be constructive for both 140 Industrial and the employee. As a result, 140 Industrial does not share information or discriminate against employees who voluntarily share their opinions during exit interviews.

Return of Property

The separating employee must return all company property at the time of separation, including but not limited to uniforms, cell phones, keys, fobs, computers, and identification cards. Failure to return some or all items may result in deductions from the final paycheck. An employee will be required to sign the Wage Deduction Authorization Agreement to deduct the costs of such items from the final paycheck.

Termination of Benefits

An employee separating from 140 Industrial is eligible to receive benefits as long as the appropriate procedures are followed as stated above. Two weeks' notice must be given, and the employee must work the full two work weeks. Accrued vacation leave will be paid in the last paycheck. Accrued sick leave will be paid in the last paycheck.

Health Insurance

Health insurance terminates on the last day of the month of employment, unless the employee requests immediate termination of benefits. Under federal law, resigning employees are entitled to participate in 140 Industrial's group health plan at their own expense for at least eighteen (18) months. Information about the Consolidated Omnibus Budget Reconciliation Act (COBRA) continued health coverage will be provided. Employees will be required to pay their share of the dependent health and dental premiums through the end of the month.

Rehire

Former employees who left in good standing and were classified as eligible for rehire may be considered for reemployment. An application must be submitted to the Human Resources Manager, and the applicant must meet all minimum qualifications and requirements of the position, including any qualifying exams, when required.

Department managers must obtain approval from the Human Resources Manager or designee prior to rehiring a former employee. Rehired employees begin benefits just as any other new employee. Previous tenure will not be considered in calculating longevity, leave accruals, or any other benefits.

An applicant or employee who is terminated for violating policy or who resigned in lieu of termination from employment due to a policy violation will be ineligible for rehire.

Compensation

As an employer, 140 Industrial, LLC believes that it is in the best interest of both the organization and 140 Industrial's employees to fairly compensate its workforce for the value of the work provided. It is 140 Industrial's intention to use a compensation system that will determine the current market value of a position based on the skills, knowledge, and behaviors required of a fully-competent incumbent. The system used for determining compensation will be objective and non-discriminatory in theory, application and practice. The company has determined that this can best be accomplished by using a professional compensation consultant, as needed, and a system recommended and approved by the executive management team.

Selection Criteria

1. The compensation system will price positions to market by using local, national, and industry specific survey data.
2. The market data will primarily include marijuana-related businesses and will include survey data for more specialized positions and will address significant market differences due to geographical location.
3. The system will evaluate external equity, which is the relative marketplace job worth of every marijuana industry job directly comparable to similar jobs at 140 Industrial, factored for general economic variances, and adjusted to reflect the local economic marketplace.
4. The system will evaluate internal equity, which is the relative worth of each job in the organization when comparing the required level of job competencies, formal training and experience, responsibility and accountability of one job to another, and arranging all jobs in a formal job-grading structure.
5. Professional support and consultation will be available to evaluate the compensation system and provide on-going assistance in the administration of the program.
6. The compensation system must be flexible enough to ensure that the company is able to recruit and retain a highly-qualified workforce, while providing the structure necessary to effectively manage the overall compensation program.

Responsibilities

The executive management team will give final approval for the compensation system that will be used by 140 Industrial, LLC.

1. On an annual basis the executive management team will review and approve, as appropriate, recommended changes to position-range movement as determined through the vendor's market analysis process.
2. As part of the annual budgeting process, the executive management team will review and approve, as appropriate, funds to be allocated for total compensation, which would include base salaries, bonus, variable based or incentive-based pay, and all other related expenses, including benefit plans.

Management Responsibility

1. The CEO is charged with ensuring that 140 Industrial is staffed with highly-qualified, fully-competent employees and that all programs are administered within appropriate guidelines and within the approved budget.
2. The salary budget will include a gross figure for the following budget adjustments, but the individual determinations for each employee's salary adjustment will be the exclusive domain of the CEO: determining the appropriate head count, titles, position levels, merit and promotional increases and compensation consisting of salary, incentive, bonus, and other discretionary pay for all positions.
3. The CEO will ensure that salary ranges are updated at least annually, that all individual jobs are market priced at least once every two years, and that pay equity adjustments are administered in a fair and equitable manner.

Agent Background Checks

- In addition to completing the CCC's agent registration process, all agents hired to work for 140 Industrial will undergo a detailed background investigation through Creative Services, Inc prior to being granted access to the 140 Industrial facility or beginning work duties.

- Background checks will be conducted on all agents in their capacity as employees or volunteers for 140 Industrial pursuant to **935 CMR 500.030(3)** and will be used for purposes of determining the suitability of individuals for registration as a marijuana establishment agent with the licensee.
 - The initial Background check will require a 7 year background screening
 - After the initial Background check is performed at the time of hiring, annual BG checks will then be a 2 year background screening
- For purposes of determining suitability based on background checks performed in accordance with **935 CMR 500.101(1)(b)**, 140 Industrial will consider:
 - a. All conditions, offenses, and violations are construed to include Massachusetts law 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**, 140 Industrial will:
 - a. Comply with all guidance provided by the CCC 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, 140 Industrial 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.
- Upon adverse determination, 140 Industrial will provide the applicant a copy of their background screening report and a pre-adverse determination letter providing the applicant with a copy of

their right to dispute the contents of the report, who to contact to do so and the opportunity to provide a supplemental statement.

- After 10 business days, if the applicant is not disputing the contents of the report and any provided statement does not alter the suitability determination, an adverse action letter will be issued providing the applicant information on the final determination made by 140 Industrial along with any legal notices required.
- All suitability determinations will be documented in compliance with all requirements set forth in **935 CMR 500** et seq. and guidance provided by the CCC.
- 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 CCC.
- References provided by the agent will be verified at the time of hire.
- As deemed necessary, individuals in key positions with unique and sensitive access (e.g. members of the executive management team) will undergo additional screening, which may include interviews with prior employers or colleagues.

CCC Agent Registration

- All Employees at 140 Industrial, LLC will be registered through the MassCIP, and will require CCC approval prior to beginning employment
- As a condition of their continued employment, agents, volunteers, contractors, and subcontractors are required to renew their Program ID cards every 3 years and submit to other background screening as may be required by 140 Industrial or the CCC.

Plan for Restricting Access to Age 21 and Older

Pursuant to **935 CMR 500.050(8)(b)**, 140 Industrial, LLC ("140 Industrial") will only be accessible to persons 21 years of age or older with a verified and valid, government-issued photo ID. All contractors, vendors and maintenance personnel must show a valid ID verifying that individuals are over 21 years old. Upon entry into the premises of the marijuana establishment by an individual, an 140 Industrial agent will immediately inspect the individual's proof of identification and determine the individual's age, in accordance with **935 CMR 500.140(2)**. Any person entering the facility who is not a registered employee with an agent ID card must be signed in as a visitor in the visitor's log and must be escorted throughout the premises by a registered employee.

140 Industrial will not hire any individuals who are under the age of 21 or who have been convicted of distribution of controlled substances to minors, pursuant to **935 CMR 500.030(1)**.

Pursuant to **935 CMR 500.105(4)**, 140 Industrial will not engage in any marketing, advertising or branding practices that are targeted to, deemed to appeal to or portray minors under the age of 21. 140 Industrial will not engage in any advertising, marketing and branding by means of television, radio, internet, mobile applications, social media, or other electronic communication, billboard or other outdoor advertising, including 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.

140 Industrial will not manufacture any edible products that resemble a realistic or fictional human, animal or fruit, including artistic, caricature or cartoon renderings, pursuant to **935 CMR 500.150(1)(b)**. In accordance with **935 CMR 500.105(4)(a)(8)**, any such Advertising created for viewing by the public shall include the statement *"Please Consume Responsibly"*, in a conspicuous manner on the face of the advertisement and shall include a minimum of two of the following warnings in their entirety in a conspicuous manner on the face of the advertisement: *a. "This product may cause impairment and may be habit forming."; b. "Marijuana can impair concentration, coordination and judgment. Do not operate a vehicle or machinery under the influence of this drug."; c. "There may be health risks associated with consumption of this product."; d. "For use only by adults 21 years of age or older. Keep out of the reach of children."; or e. "Marijuana should not be used by women who are pregnant or breastfeeding."*

Pursuant to **935 CMR 500.105(6)(b)**, 140 Industrial packaging for any marijuana or marijuana products will not use bright colors, resemble existing branded products, feature cartoons or celebrities commonly used to market products to minors, feature images of minors or other words that refer to products commonly associated with minors or otherwise be attractive to minors.

Plan for Restricting Access to Age 21 and Older

Native Sun and 140 Industrial'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)**.

Plan for Separating Recreational from Medical Operations

Native Sun has developed plans to ensure virtual and physical separation between medical and adult use marijuana operations in accordance with 935 CMR 500.105(8)(i) and 935 CMR 500.140(14) in the event that Native Sun should operate as a colocated dispensary.

Using a sophisticated seed-to-sale system (METRC) and Point of Sale (POS) - Leaf Logix software system approved by the CCC, Native Sun will virtually separate medical and adult-use operations by designating at the point of sale whether a particular marijuana product is intended for sale to a registered patient/caregiver or a verified consumer 21 years of age or older. All inventory and sales transactions will be carefully tracked and documented in these software systems.

In compliance with 935 CMR 500.140(15), Native Sun will ensure that registered patients have access to a sufficient quantity and variety of marijuana and marijuana products to meet their medical needs. For the first 6 months of operations, 35% of Native Sun's marijuana product inventory will be marked for medical use and reserved for registered patients. Thereafter, a quantity and variety of marijuana products for patients that is sufficient to meet the demand indicated by an analysis of sales data collected during the preceding 6 months will be marked and reserved for registered patients.

Marijuana products reserved for registered patients will be either: (1) maintained on site in an area separate from marijuana products intended for adult use, or (2) easily accessible at another Native Sun location and transferable to Native Sun's retail location within 48 hours. Native Sun may transfer a marijuana product reserved for medical use to adult use within a reasonable period of time prior to the product's expiration date.

In addition to virtual separation, Native Sun will provide for physical separation between the area designated for sales of medical marijuana products to patients/caregivers, and the area designated for sales of adult-use marijuana products to individuals 21 years of age or older. Within the sales area, a temporary or semi-permanent barrier, such as a stanchion or other divider, will be installed to create separate, clearly marked lines for registered patients/caregivers and adult-use consumers. Trained marijuana establishment agents will verify the age of all individuals, as well the validity of any Medical Use of Marijuana Program ID Cards, upon entry to the facility and direct them to the appropriate queue. In addition to physical separation of Medical and Adult Use in the retail locations that may operate under co-located licenses, the POS software will separate Medical and Adult Use sales.

Access to the adult-use marijuana queue will be limited to individuals 21 years of age or older, regardless if the individual is registered as a patient/caregiver. Registered patients between the ages of 18-21 will only have access to the medical marijuana queue. Registered patients/caregivers 21 years of age or older will be permitted to access either queue and will not be limited only to the medical marijuana queue. Adult use will only have access to the adult use queue, and no person shall have access to the medical queue without an active registration with the MA Medical Marijuana program validated in the virtual gateway.

Any Native Sun location with a medical marijuana license will have a private area separate from the sales floor to allow a registered patient/caregiver to meet with a trained marijuana establishment agent for confidential consultations about the medical use of marijuana.

Qualifications & Training

Overview

140 Industrial, LLC (“140 Industrial”) will ensure that all employees hired to work at a Native Sun’s Cultivation facility will be qualified to work as a Marijuana Cultivation agent and properly trained to serve in their respective roles in a compliant manner.

Qualifications

In accordance with 935 CMR 500.030, a candidate for employment as a Marijuana Cultivation agent at 140 Industrial, LLC 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.

140 Industrial, LLC will also ensure that its employees are suitable for registration consistent with the provisions of 935 CMR 500.802. In the event that 140 Industrial, LLC discovers any of its agents are not suitable for registration as a Marijuana Cultivation agent, the agent’s employment will be terminated, and 140 Industrial, LLC will notify the Commission within one (1) business day that the agent is no longer associated with the Marijuana Establishment.

Training

As required by 935 CMR 500.105(2), and prior to performing job functions, each of 140 Industrial, LLC’s agents will successfully complete a comprehensive training program that is tailored to the roles and responsibilities of the agent’s job function. Agent training will include the Responsible Vendor Training Program and eight (8) hours of on-going training annually.

All of 140 Industrial, LLC’s current Owners, managers, and employees that are involved in the handling, transportation and sale of marijuana at the time of licensure or renewal of licensure will have attended and successfully completed the mandatory Responsible Vendor Training Program operated by an education provider accredited by the Commission to provide the annual minimum of four (4) hours of required training to agents to be designated a “Responsible Vendor”. Once 140 Industrial, LLC is designated a “Responsible Vendor”, all new employees involved in the handling, transportation and sale of marijuana will successfully complete a Responsible Vendor Training Program within 90 days of the date they are hired and badged. After initial successful completion of a Response Vendor Training Program, each Owner, manager, and employee involved in the handling and sale of marijuana will successfully complete the program annually thereafter to maintain designation as a “Responsible Vendor”.

140 Industrial, LLC will also encourage administrative employees who do not handle or sell marijuana to take the “Responsible Vendor” program on a voluntary basis to help ensure compliance and for better understanding of the current regulations. 140 Industrial, LLC’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 upon request.

Qualifications & Training

As part of the Responsible Vendor Training Program, 140 Industrial, LLC's agents will receive training on a variety of topics relevant to operations, including but not limited to the following:

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

Quality Control and Testing

Quality Control

140 Industrial, LLC ("140 Industrial") will comply with the following sanitary requirements:

1. All edible marijuana products will be handled, and stored in compliance with the sanitation requirements in 105 CMR 500.000, and with the requirements for food handlers specified in 105 CMR 500.000 - Good Manufacturing Practices for Food.
2. Any 140 Industrial 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. 140 Industrial's hand-washing facilities will be adequate and convenient and will be furnished with running water at a suitable temperature. 140 Industrial will provide effective hand-cleaning and sanitizing preparations and sanitary towel service or suitable drying devices;
4. 140 Industrial's facility will have sufficient space for placement of equipment and storage of materials as is necessary for the maintenance of sanitary operations;
5. 140 Industrial 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. 140 Industrial's floors, walls, and ceilings will be constructed in such a manner that they may be adequately kept clean and in good repair;
7. 140 Industrial's facility will have adequate safety lighting in all processing and storage areas, as well as areas where equipment or utensils will be cleaned;
8. 140 Industrial's buildings, fixtures, and other physical facilities will be maintained in a sanitary condition;
9. 140 Industrial 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;
11. 140 Industrial will ensure that its water supply is sufficient for necessary operations, and that such water supply is safe and potable;
12. 140 Industrial'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. 140 Industrial will provide its employees with adequate, readily accessible toilet facilities that are maintained in a sanitary condition and in good repair;
14. 140 Industrial will hold all products that can support the rapid growth of undesirable microorganisms in a manner that prevents the growth of these microorganisms; and

Quality Control and Testing

15. 140 Industrial 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.

140 Industrial'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).

140 Industrial will ensure that 140 Industrial's facility is always maintained in a sanitary fashion and will comply with all applicable sanitary requirements.

140 Industrial 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 CCC, and any voluntary action by 140 Industrial 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

In accordance with 935 CMR 500.140(7) No Marijuana Product, including Marijuana, may be sold or otherwise marketed for adult use that has not first been tested by Independent Testing Laboratories, except as allowed under 935 CMR 500.000. The tested products must also comply with the standards required under 935 CMR 500.160: *Testing of Marijuana and Marijuana Products*.

Marijuana must be tested for the cannabinoid profile and for contaminants such as mold/mildew and other biological contaminants, heavy metals, plant growth regulators and pesticides. In a recent edition of the regulations, Marijuana Vaporizer Products shall be additionally 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. The commission may also require additional testing if they deem it necessary.

Marijuana products must be labeled with a statement and a seal certifying that the product has been tested for contaminants, that there were no adverse findings, and the date of testing in accordance with M.G.L. c. 94G, § 15. THC and other tested cannabinoid levels of the products in the package must also be displayed on the package.

Recordkeeping Procedures

General Overview

140 Industrial, LLC (“140 Industrial”) has established policies regarding recordkeeping and record-retention in order to ensure the maintenance, safe keeping, and accessibility of critical documents. Electronic and written signatures are accepted forms of execution of 140 Industrial documents. Records will be stored in a locked room designated for record retention. All written and electronic records will be available for inspection by the CCC upon request.

Recordkeeping

To ensure that 140 Industrial 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 140 Industrial’s quarter-end closing procedures. In addition, 140 Industrial’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**: 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
 - CCC 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 State Filings
- **Business Records**: Records that 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;

Recordkeeping Procedures

- Salary and wages paid to each agent, and any executive compensation, bonus, benefit, or item of value paid to any individual affiliated with 140 Industrial, including members, if any.
- **Personnel Records:** At a minimum 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 140 Industrial and will include, at a minimum, the following:
 - All materials submitted to the CCC pursuant to 935 CMR 500.030(2);
 - Documentation of verification of references;
 - The job description or employment contract that includes duties, authority, responsibilities, qualifications, and supervision;
 - Documentation of all required training, including training regarding privacy and confidentiality requirements, and the signed statement of the individual indicating the date, time, and place he or she received said training and the topics discussed, including the name and title of presenters;
 - Documentation of periodic performance evaluations; and
 - A record of any disciplinary action taken.
 - Notice of completed responsible vendor and eight-hour related duty training.
 - A staffing plan that will demonstrate accessible business hours and safe cultivation conditions;
 - Personnel policies and procedures; and
 - All background check reports are obtained in accordance with 935 CMR 500.030.
- **Handling and Testing of Marijuana Records**
 - 140 Industrial 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**
 - 140 Industrial will use seed-to-sale tracking software that tracks inventory in real-time and meets the requirements specified by the CCC and 935 CMR 500.105(8)(c) and (d), 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.
 - Inventory records will include, at a minimum, the date of the inventory, a summary of the inventory findings, and the names, signatures, and titles of the individuals who conducted the inventory.

Recordkeeping Procedures

- **Incident Reporting Records**
 - Within ten (10) calendar days, 140 Industrial will provide written notice to the CCC of any incident described in 935 CMR 500.110(9)(a), by submitting an incident report, detailing the incident, the investigation, the findings, resolution (if any), confirmation that the Police Department and CCC were notified within twenty-four (24) hours of discovering the breach, and any other relevant information. Reports and supporting documents, including photos and surveillance video related to a reportable incident, will be maintained by 140 Industrial for no less than one year or the duration of an open investigation, whichever is longer, and made available to the CCC and law enforcement authorities upon request.
- **Visitor Records**
 - A visitor sign-in and sign-out record will be maintained at the secure admissions office. The record 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, 140 Industrial will create and maintain a written 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 140 Industrial agents present during the disposal or handling, with their signatures. 140 Industrial 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 CCC.
- **Security Records**
 - A current list of authorized agents and service personnel that have access to the surveillance room will be available to the CCC upon request.
 - Twenty-four (24) hour recordings from all video cameras that are available for immediate viewing by the CCC upon request and that are retained for at least ninety (90) calendar days.
- **Transportation Records**
 - 140 Industrial will retain all shipping manifests for a minimum of one (1) year and make them available to the CCC upon 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).
- **Closure**
 - In the event 140 Industrial closes, all records will be kept for at least two (2) years at 140 Industrial's expense in a form (electronic, hard copies, etc.) and location acceptable to the CCC. In addition, 140 Industrial will communicate with the CCC during the closure process and accommodate any additional requests the CCC or other agencies may have.
- **Written Operating Policies and Procedures**: Policies and Procedures related to 140 Industrial'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:

Recordkeeping Procedures

- Security measures in compliance with 935 CMR 500.110;
- Agent security policies, including personal safety and crime prevention techniques;
- A description of 140 Industrial's hours of operation and after-hours contact information, which will be provided to the CCC, 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 dispensed;
- Procedures to ensure accurate recordkeeping, including inventory protocols in compliance with 935 CMR 500.105(8);
- Plans for quality control, including product testing for contaminants in compliance with 935 CMR 500.160;
- A staffing plan and staffing records in compliance with 935 CMR 500.105(9);
- Emergency procedures, including a disaster plan with procedures to be followed in case of fire or other emergencies;
- Alcohol, smoke, and drug-free workplace policies;
- A plan describing how confidential information will be maintained;
- Policy for the immediate dismissal of any dispensary agent who has:
 - Diverted marijuana, which will be reported to the Police Department and to the CCC;
 - Engaged in unsafe practices with regard to 140 Industrial operations, which will be reported to the CCC; 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 executives of 140 Industrial, and members, if any, of the licensee must be made available upon request by any individual. 935 CMR 500.105(1)(n) requirements may be fulfilled by placing this information on 140 Industrial's website.
- Policies and procedures for the handling of cash on 140 Industrial premises including but not limited to storage, collection frequency and transport to financial institution(s).
- Policies and procedures to prevent the diversion of marijuana to individuals younger than 21 years old.
- Policies and procedures for energy efficiency and conservation that 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

Recordkeeping Procedures

- Engagement with energy efficiency programs offered pursuant to M.G.L. c. 25 § 21, or through municipal lighting plants.

Record-Retention

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