



# Massachusetts Cannabis Control Commission

## Marijuana Product Manufacturer

### General Information:

License Number: MP282247  
Original Issued Date: 02/15/2023  
Issued Date: 02/15/2023  
Expiration Date: 02/15/2024

## ABOUT THE MARIJUANA ESTABLISHMENT

Business Legal Name: Lunar Xtracts, Inc.

Phone Number:                      Email Address: sebrabant@comcast.net

Business Address 1: 230 Cross Road	Business Address 2:
Business City: Dartmouth      Business State: MA	Business Zip Code: 02747
Mailing Address 1: 230 Cross Road	Mailing Address 2:
Mailing City: Dartmouth      Mailing State: MA	Mailing Zip Code: 02747

## 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:  
Department of Public Health RMD Registration Number:  
Operational and Registration Status:  
To your knowledge, is the existing RMD certificate of registration in good standing?:  
If no, describe the circumstances below:

## PERSONS WITH DIRECT OR INDIRECT AUTHORITY

### Person with Direct or Indirect Authority 1

Percentage Of Ownership: 100      Percentage Of Control: 100  
Role: Owner / Partner      Other Role:

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

#### ENTITIES WITH DIRECT OR INDIRECT AUTHORITY

Entity with Direct or Indirect Authority 1

Percentage of Control: 100 Percentage of Ownership: 100  
Entity Legal Name: Lunar Xtracts LLC Entity DBA: DBA City:  
Dartmouth  
Entity Description: THE GENERAL CHARACTER OF THE BUSINESS OF THE LLC SHALL BE TO APPLY FOR AND SEEK LICENSES FROM THE CANNABIS CONTROL COMMISSION AND ALL OTHER APPROPRIATE GOVERNMENTAL AUTHORITIES, AND ANY OTHER BUSINESS IN WHICH A MASSACHUSETTS LIMITED LIABILITY COMPANY IS AUTHORIZED TO ENGAGE.  
Foreign Subsidiary Narrative: N/A  
Entity Phone: Entity Email: sebrabant@comcast.net Entity Website:  
Entity Address 1: 230 Cross Road Entity Address 2:  
Entity City: Dartmouth Entity State: MA Entity Zip Code: 02747  
Entity Mailing Address 1: 230 Cross Road Entity Mailing Address 2:  
Entity Mailing City: Dartmouth Entity Mailing State: MA Entity Mailing Zip Code:  
02747  
Relationship Description: Lunar Xtracts,LLC owns 100% of Lunar Xtracts, Inc.

#### CLOSE ASSOCIATES AND MEMBERS

No records found

#### CAPITAL RESOURCES - INDIVIDUALS

No records found

#### CAPITAL RESOURCES - ENTITIES

Entity Contributing Capital 1

Entity Legal Name: Lunar Xtracts, Inc. Entity DBA:  
Email: sebrabant@comcast.net Phone:  
Address 1: 230 Cross Road Address 2:  
City: Dartmouth State: MA Zip Code: 02747  
Types of Capital: Monetary/Equity Other Type of Capital: Total Value of Capital Provided: \$89607.71 Percentage of Initial Capital: 100  
Capital Attestation: Yes

#### BUSINESS INTERESTS IN OTHER STATES OR COUNTRIES

No records found

#### DISCLOSURE OF INDIVIDUAL INTERESTS

No records found

#### MARIJUANA ESTABLISHMENT PROPERTY DETAILS

Establishment Address 1: 144 West Britannia Street  
Establishment Address 2: Unit 5B  
Establishment City: Taunton Establishment Zip Code: 02780  
Approximate square footage of the Establishment: 4120 How many abutters does this property have?: 72

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

### HOST COMMUNITY INFORMATION

Host Community Documentation:

Document Category	Document Name	Type	ID	Upload Date
Plan to Remain Compliant with Local Zoning	LX PlanToRemainCompliantLocalZoning 11-17-22.pdf	pdf	63767108522535000828b991	11/17/2022
Certification of Host Community Agreement	Updated HCA Cert Form12-14-2022.pdf	pdf	639b1d6fa0fd020008dd6d87	12/15/2022
Community Outreach Meeting Documentation	Updated Comm Meeting Attestation w-Exhibits 12-15-22.pdf	pdf	639b1feaa0fd020008dd6faa	12/15/2022
Community Outreach Meeting Documentation	Additional Community Meeting Documentation for RFI-1 12-14-22.pdf	pdf	639b22e5a0fd020008dd7552	12/15/2022

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

### PLAN FOR POSITIVE IMPACT

Plan to Positively Impact Areas of Disproportionate Impact:

Document Category	Document Name	Type	ID	Upload Date
Plan for Positive Impact	LX Positive Impact Plan.pdf	pdf	6376935fa0fd020008bdaffd	11/17/2022

### ADDITIONAL INFORMATION NOTIFICATION

Notification:

### INDIVIDUAL BACKGROUND INFORMATION

Individual Background Information 1

Role: Owner / Partner

Other Role:

First Name: Steven

Last Name: Brabant Suffix:

RMD Association: Not associated with an RMD

Background Question: no

### ENTITY BACKGROUND CHECK INFORMATION

Entity Background Check Information 1

Role: Other (specify)

Other Role: Owner

Entity Legal Name: Lunar Xtracts LLC

Entity DBA:

Entity Description: THE GENERAL CHARACTER OF THE BUSINESS OF THE LLC SHALL BE TO APPLY FOR AND SEEK LICENSES FROM THE CANNABIS CONTROL COMMISSION AND ALL OTHER APPROPRIATE GOVERNMENTAL AUTHORITIES, AND TO ENGAGE IN ANY OTHER BUSINESS IN WHICH A MASSACHUSETTS LIMITED LIABILITY COMPANY IS AUTHORIZED TO ENGAGE.

Phone:

Email: sebarbant@comcast.net

Primary Business Address 1: 230 Cross Road

Primary Business Address 2:

Primary Business City: Dartmouth

Primary Business State: MA

Principal Business Zip

**Additional Information:** Lunar Xtracts LLC owns 100% of Lunar Xtracts, Inc.

### MASSACHUSETTS BUSINESS REGISTRATION

Required Business Documentation:

Document Category	Document Name	Type	ID	Upload Date
Department of Unemployment Assistance - Certificate of Good standing	CertOfNoEmployees.pdf	pdf	6377a54ea0fd020008beae2c	11/18/2022
Secretary of Commonwealth - Certificate of Good Standing	Commonwealth of Mass Certificate of Good Standing.pdf	pdf	6377a56ca0fd020008beae86	11/18/2022
Bylaws	Lunar Xtracts, Inc - Bylaws.pdf	pdf	6377a59952253500082a35c2	11/18/2022
Articles of Organization	LunarXtractsINC CertOfOrg Nov2022.pdf	pdf	6377a68a52253500082a3c0f	11/18/2022
Department of Revenue - Certificate of Good standing	Cert of good standing from dept of revenue for lunar xtracts.pdf	pdf	63989bc2a0fd020008daaa99	12/13/2022

No documents uploaded

**Massachusetts Business Identification Number:** 001616455

**Doing-Business-As Name:**

**DBA Registration City:** Not Applicable

### BUSINESS PLAN

Business Plan Documentation:

Document Category	Document Name	Type	ID	Upload Date
Plan for Liability Insurance	LX PlanToObtainLiabilityIns 11-18-22.pdf	pdf	6377a792a0fd020008bebbae	11/18/2022
Proposed Timeline	LX Timeline 11-18-22.pdf	pdf	6377a799a0fd020008bebbff	11/18/2022
Business Plan	Lunar Xtracts Inc - BP 11-18-22.pdf	pdf	637b7f6c52253500082c453e	11/21/2022
Business Plan	Attestation - Patria not a PDIC -MPN282247 signed 12-14-22.pdf	pdf	6399dbd6522535000847d1d1	12/14/2022

### OPERATING POLICIES AND PROCEDURES

Policies and Procedures Documentation:

Document Category	Document Name	Type	ID	Upload Date
Types of products Manufactured.	LX TypesOfProduct 11-18-22.pdf	pdf	6377d29352253500082ae174	11/18/2022
Method used to produce products	LX ProductionMethods Policies 11-18-22.pdf	pdf	6377d2aea0fd020008bf5d0f	11/18/2022
Sample of unique identifying marks used for branding	LX SampleUniquelyIdentifyingMarkBranding 11-18-22.pdf	pdf	6377d2bc52253500082ae27f	11/18/2022
Separating recreational from	LX SeperatingRedFromMed Plans	pdf	6377d2d8a0fd020008bf5ec7	11/18/2022

medical operations, if applicable	11-18-22.pdf			
Restricting Access to age 21 and older	LX RestrictingUnder 21 Plan 11-18-22 .pdf	pdf	6377d2f2a0fd020008bf5f5be	11/18/2022
Security plan	LX Security Plan 11-18-22.pdf	pdf	6377d316a0fd020008bf6057	11/18/2022
Prevention of diversion	LX Prevension of Diversion 11-18-22.pdf	pdf	6377d31d52253500082ae59f	11/18/2022
Storage of marijuana	LX StoragePlan 11-18-22.pdf	pdf	6377d335a0fd020008bf612a	11/18/2022
Transportation of marijuana	LX TrasportationPlan 11-18-22.pdf	pdf	6377d374a0fd020008bf6231	11/18/2022
Inventory procedures	LX InventoryProcedures 11-18-22.pdf	pdf	6377d38f52253500082ae8df	11/18/2022
Quality control and testing	LX QualityControl 11-18-22.pdf	pdf	6377d3caa0fd020008bf652d	11/18/2022
Dispensing procedures	LX DispencingProcedures 11-18-22.pdf	pdf	6377d3d1a0fd020008bf6541	11/18/2022
Personnel policies including background checks	LX PersonnelPolicies 11-18-22.pdf	pdf	6377d3e552253500082aea37	11/18/2022
Record Keeping procedures	LX RecordKeeping 11-18-22.pdf	pdf	6377d3eea0fd020008bf655b	11/18/2022
Maintaining of financial records	LX FinancialRecordMaintenance 11-18-22.pdf	pdf	6377d3f552253500082aea5e	11/18/2022
Diversity plan	LX Diversity Plan 11-18-22.pdf	pdf	6377d3fda0fd020008bf65b3	11/18/2022
Qualifications and training	LX QualificationsPlans 11-18-22.pdf	pdf	6377d427a0fd020008bf660f	11/18/2022
Energy Compliance Plan	LX EnergyCompliance 11-18-22.pdf	pdf	6377d42fa0fd020008bf6639	11/18/2022
Safety Plan for Manufacturing	LX SafetyPlan 11-18-22.pdf	pdf	6377d43752253500082aeb4e	11/18/2022
Plan to Obtain Marijuana	LX PlanToObtainMarijuana 11-18-22.pdf	pdf	6377d44d52253500082aebb5	11/18/2022

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

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

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

### ADDITIONAL INFORMATION NOTIFICATION

#### Notification:

### COMPLIANCE WITH POSITIVE IMPACT PLAN

No records found

### COMPLIANCE WITH DIVERSITY PLAN

No records found

### PRODUCT MANUFACTURER SPECIFIC REQUIREMENTS

No records found

### HOURS OF OPERATION

<b>Monday From: 8:00 AM</b>	<b>Monday To: 5:00 PM</b>
<b>Tuesday From: 8:00 AM</b>	<b>Tuesday To: 5:00 PM</b>
<b>Wednesday From: 8:00 AM</b>	<b>Wednesday To: 5:00 PM</b>
<b>Thursday From: 8:00 AM</b>	<b>Thursday To: 5:00 PM</b>
<b>Friday From: 8:00 AM</b>	<b>Friday To: 5:00 PM</b>
<b>Saturday From: Closed</b>	<b>Saturday To: Closed</b>
<b>Sunday From: Closed</b>	<b>Sunday To: Closed</b>

## **Lunar Xtracts, Inc.**

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

The City of Taunton (the “**City**”), pursuant to Chapter 222 of the City’s Ordinance, amended its zoning code in September 2018, to allow for the product manufacturing of recreational marijuana for adult-use in the Industrial zoning district.

Lunar Xtracts, Inc. (the “**Company**”), is proposing to develop and operate a Marijuana Establishment at 144 West Britannia Street. This site is in the Industrial zoning district, which permits the operation of a marijuana establishment, specifically a product manufacturing facility pursuant to Section 222.1 of the City’s Ordinance, subject to the granting of a License from the City of Taunton Municipal Council (the “**Council**”).

The Company has discussed its marijuana product manufacturing facility with City officials, including with the building department, police department and fire department, and has appeared before the Council to obtain a Host Community Agreement from the City. Moreover, the Company will appear back before the Council to obtain the aforementioned license once it has filed its application with the Commission.

The Company plans to continue to work with officials from the City to ensure the operations will have a positive impact on the community and will work diligently to obtain all necessary approvals and permitting.

The Company hereby submits that it will continue to comply with all local and state requirements and Steven Brabant, Owner and Member of the Company will be responsible for ongoing compliance with local and state rules and regulations.

## Host Community Agreement Certification Form

### Instructions

Certification of a host community agreement is a requirement of the application to become a Marijuana Establishment (ME) and Medical Marijuana Treatment Center (MTC). Applicants must complete items 1-3. The contracting authority for the municipality must complete items 4-8. Failure to complete a section will result in the application not being deemed complete. This form should be completed and uploaded into your application. Please note that submission of information that is "misleading, incorrect, false, or fraudulent" is grounds for denial of an application for a license pursuant to 935 CMR 500.400(2) and 501.400(2).

### Certification

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

1. Name of applicant:

Lunar Xtracts, Inc.

2. Name of applicant's authorized representative:

Steven Brabant

3. Signature of applicant's authorized representative:



4. Name of municipality:

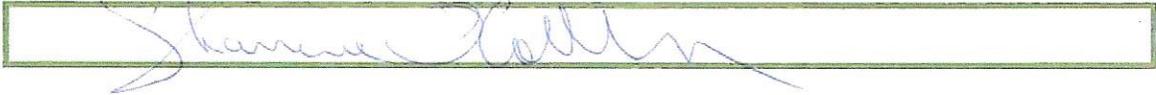
City of Taunton

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

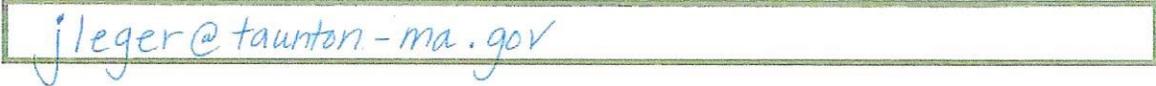
Shaunna O'Connell



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



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



8. Host community agreement execution date:





# Community Outreach Meeting Attestation Form

## Instructions

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

## Attestation

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

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



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

a. Date of publication: 8/1/22

b. Name of publication: Taunton Gazette

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

a. Date notice filed: 8/5/22

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

a. Date notice(s) mailed: 8/8/22

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

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

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



Name of applicant:

Lunar Xtracts

Name of applicant's authorized representative:

Steven Brabant

Signature of applicant's authorized representative:



# LOCALIQ NEW ENGLAND

PO Box 631210 Cincinnati, OH 45263-1210

## PROOF OF PUBLICATION

Attn: Barbara Gomez  
Prince Lobel Tye Llp  
1 International Place Ste 3700  
Boston MA 02110

### STATE OF MASSACHUSETTS, COUNTY OF BRISTOL

The Taunton Daily Gazette, a newspaper printed and published in the city of Taunton, and of general circulation in the County of Bristol, State of Massachusetts, and personal knowledge of the facts herein state and that the notice hereto annexed was Published in said newspapers in the issue:

08/01/2022

and that the fees charged are legal.

Sworn to and subscribed before on 08/01/2022

Legal Clerk

Notary, State of WI, County of Brown

My commission expires

Publication Cost: \$318.62

Order No: 7578999

Customer No: 672304

PO #:

**THIS IS NOT AN INVOICE!**

*Please do not use this form for payment remittance.*

SARAH BERTELSEN  
Notary Public  
State of Wisconsin

COMMUNITY OUTREACH  
MEETING 815  
LEGAL NOTICE  
COMMUNITY OUTREACH  
MEETING  
REGARDING A  
MARIJUANA  
ESTABLISHMENT  
PROPOSED BY  
Lunar Xtracts LLC

Notice is hereby given that a virtual community outreach meeting for Lunar Xtracts LLC's proposed Marijuana Establishment is scheduled for August 15, 2022, at 4:00 p.m. online at <https://princelobel.zoom.us/j/8618524874> or by telephone by calling 1-13017158592. Webinar ID: 861 8617 6874. The proposed Marijuana Product Manufacturing establishment is anticipated to be located at 144 W. Britannia Street, Taunton, MA 02780 (the "Property"). Closed captioning will be provided. Community members and members of the public are encouraged to ask questions and receive answers from representatives of Lunar Xtracts.

Questions may be submitted in advance to [https://princelobel.com](mailto:https://princelobel.com). All materials for the meeting will be available more than 24 hours before the virtual community outreach meeting at [princelobel.com](http://princelobel.com).

This Virtual Community Outreach Meeting will be held in accordance with the Massachusetts Cannabis Control Commission's Administrative Order Allowing Virtual Web-Based Community Outreach Meetings and the applicable requirements set forth in M.G.L. ch. 94G and 935 CMR 500.000 et seq.

A copy of this notice is on file with the City Clerk, City Council, Planning Board, and Taunton Redevelopment Authority at City Hall, 15 Summer St. Taunton, MA 02780. A copy of this notice was published in a newspaper of general circulation of least fourteen (14) calendar days prior to the virtual community outreach meeting and mailed at least seven (7) calendar days prior to the virtual community outreach meeting to abutters of the Property, owners of land directly opposite the Property on any public or private street or way, and abutters to the abutters within three hundred (300) feet of the property line of the Property 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.

AD#7578999  
TDG 8/1/2022

**LEGAL NOTICE OF A COMMUNITY OUTREACH MEETING  
REGARDING A MARIJUANA ESTABLISHMENT PROPOSED BY**

**Lunar Xtracts LLC**

Notice is hereby given that a virtual community outreach meeting for **Lunar Xtracts LLC's proposed Marijuana Establishment** is scheduled for **August 15, 2022, at 6:00 p.m.**, online at <https://princelobel.zoom.us/j/86186376874> or by telephone by calling +13017158592, Webinar ID: 861 8637 6874. The proposed Marijuana Product Manufacturing establishment is anticipated to be located at **144 W. Britannia Street, Taunton, MA 02780** (the "**Property**"). Closed captioning will be provided. Community members and members of the public are encouraged to ask questions and receive answers from representatives of Lunar Xtracts.

Questions may be submitted in advance to [brg067@gmail.com](mailto:brg067@gmail.com). All materials for the meeting will be available more than 24 hours before the virtual community outreach meeting at [princelobel.com](http://princelobel.com).

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LEGAL NOTICE OF A COMMUNITY OUTREACH MEETING  
REGARDING A MARIJUANA ESTABLISHMENT PROPOSED BY

Lunar Xtracts LLC

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Questions may be submitted in advance to [brg067@gmail.com](mailto:brg067@gmail.com). All materials for the meeting will be available more than 24 hours before the virtual community outreach meeting at [princelobel.com](http://princelobel.com).

This Virtual Community Outreach Meeting will be held in accordance with the Massachusetts Cannabis Control Commission's Administrative Order Allowing Virtual Web-Based Community Outreach Meetings and the applicable requirements set forth in M.G.L. ch. 94G and 935 CMR 500.000 et seq.

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RECEIVED  
CITY CLERK  
2022 JUN 10 A 11:46  
TAUNTON, MA

## Islam, Ashfin

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**From:** Tori Carter <tcarter@taunton-ma.gov>  
**Sent:** Wednesday, August 10, 2022 12:28 PM  
**To:** Islam, Ashfin  
**Subject:** Re: Notice of Virtual Community Outreach Meeting 8/15/22 for Lunar Extracts  
**Attachments:** Xerox Scan\_08102022124016.pdf

Good afternoon,

This response is to inform you that the Office of Economic & Community Development has received the below notice in regards to 144 W. Britannia Street.

Your letter states you have provided a copy on file for the City Clerk, City Council, Planning Board and the Taunton Redevelopment Authority; this notice received has not been forwarded to the departments listed above. Please ensure you notify the departments individually, as this notice of receipt confirmation is only on behalf of the Office of Economic and Community Development.

Thank you,

*Tori Carter*

City of Taunton  
Principal Clerk | Office of Economic & Community Development  
Main: 508-821-1030  
Direct: 774-406-5023  
tcarter@taunton-ma.gov

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**From:** Islam, Ashfin <aislam@princelobel.com>  
**Sent:** Wednesday, August 10, 2022 11:07 AM  
**To:** Tori Carter <tcarter@taunton-ma.gov>  
**Subject:** Notice of Virtual Community Outreach Meeting 8/15/22 for Lunar Extracts

Good Morning Clerk Carter,

I am looking to once again give the Economic and Community Development Office notice of an upcoming community outreach meeting regarding Lunar Extract's proposed Marijuana Product Manufacturing establishment is anticipated to be located at 144 W. Britannia Street. See attached. Can you kindly email me back a date-stamped copy to confirm receipt, or respond to this email confirming that the attached notice has been received?

Thank you in advance for your assistance!

Best,

Ashfin

Ashfin Islam  
Associate

 PRINCE LOBEL  
Prince Lobel Tye LLP  
One International Place, Suite 3700

Boston, Massachusetts 02110

617 465 8165 Direct  
617 515 3272 Mobile  
aislam@princetobel.com

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IRS Circular 230 Disclosure: Any federal tax advice or information included in this message or any attachment is not intended to be, and may not be, used to avoid tax penalties or to promote, market, or recommend any transaction, matter, entity, or investment plan discussed herein. Prince Lobel Tye LLP does not otherwise by this disclaimer limit you from disclosing the tax structure of any transaction addressed herein.

## Islam, Ashfin

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**From:** Ligia Madeira <lmadeira@taunton-ma.gov>  
**Sent:** Thursday, August 11, 2022 5:03 PM  
**To:** Islam, Ashfin  
**Subject:** Re: Notice of Virtual Community Outreach Meeting 8/15/22 for Lunar Extracts

Hi Ashfin,

I am confirming receipt of your email and attachment.

Thank you!

Ligia



Ligia Madeira, Esq.  
Deputy Chief of Staff  
City of Taunton | Office of the Mayor  
15 Summer Street, Taunton, MA 02780  
508.821.1000 | email: [lmadeira@taunton-ma.gov](mailto:lmadeira@taunton-ma.gov)

---

**From:** Islam, Ashfin <aislam@princelobel.com>  
**Sent:** Wednesday, August 10, 2022 11:08 AM  
**To:** Ligia Madeira <lmadeira@taunton-ma.gov>  
**Subject:** Notice of Virtual Community Outreach Meeting 8/15/22 for Lunar Extracts

Good Morning Deputy Chief of Staff Madeira,  
I am looking to give the Mayor's Office notice of an upcoming community outreach meeting regarding Lunar Extract's proposed Marijuana Product Manufacturing establishment, anticipated to be located at 144 W. Britannia Street. See attached. Can you kindly email me back a date-stamped copy to confirm receipt, or respond to this email confirming that the attached notice has been received?  
Thank you in advance for your assistance!

Best,

Ashfin

Ashfin Isiam  
Associate

 PRINCE LOBEL

Prince Lobel Tye LLP  
One International Place, Suite 3700  
Boston, Massachusetts 02110

617 465 8165 Direct  
617 515 3272 Mobile  
[aislam@princelobel.com](mailto:aislam@princelobel.com)

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**Brillard, Adam F.**

---

**From:** Theresa Garcia <tgarcia@taunton-ma.gov>  
**Sent:** Wednesday, December 14, 2022 9:35 AM  
**To:** Brillard, Adam F.  
**Cc:** Matthew J. Costa  
**Subject:** Lunar Xtracts LLC

Dear Attorney Brillard:

This e-mail will serve to confirm that the City received your Notice of Virtual Community Outreach Meeting to be held on August 15, 2022 on August 10, 2022 and had no objection to the same being held virtually.

Thank you.

Respectfully,  
*Matthew J. Costa*  
Matthew J. Costa, Esquire  
City Solicitor

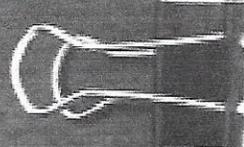
MJC:tmg

Theresa M. Garcia  
Confidential Legal Secretary/Administrative Assistant  
City of Taunton  
Law Department  
City Hall  
15 Summer Street  
Taunton, Massachusetts 02780  
(508) 821-1036  
tgarcia@taunton-ma.gov

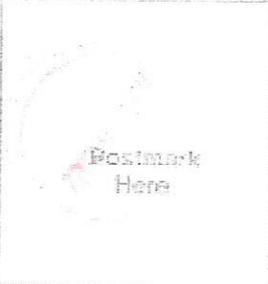
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Receipt (Electronic)	\$
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Postage	\$
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Sent to: ~~XXXXXXXXXX~~  
~~XXXXXXXXXX~~  
~~XXXXXXXXXX~~  
TAUNTON, MA 02780

Reference Information

Bennett Rush  
110607-001

## **Additional Community Outreach Meeting Documentation**

### **For RFI-1 # MPN282247**

In response to the Cannabis Control Commission (the “CCC”) Additional Information Request dated December 12, 2022 (“RFI-1”), in connection with the Product Manufacturing establishment (the “Establishment”) license application # MPN282247 by Lunar Xtracts, Inc. (the “Licensee” or the “Applicant”), the Applicant provides the following additional information:

**The applicant shall obtain approval in writing from the Contracting Authority or Authorized Representative of the host community for a virtual Community Outreach Meeting.**

Response: Included as Exhibit A with this form please find the City of Taunton’s approval allowing the Applicant to perform the virtual meeting.

**The applicant shall submit to the Commission the number of participants attending the meeting.**

Response: The total number of participants attending the meeting was five (5), as follows:

- three (3) members of the Applicant’s team,
- the moderator, and
- One (1) member of the public.

**The applicant shall submit a recording of the meeting to the host community in a form or manner conducive for replay on local cable access or other broadcast means at the host community’s discretion.**

Response: The downloaded Recording of the meeting is more than 275MBs and we are not able to upload the recording into MassCIP, and not able to email the file to the Commission. The Recording of the meeting can be found using the following link and credentials:

- Link:  
<https://princelobel.zoom.us/rec/share/JvjZJWPpFoZia0bjJUVcfXmQ7fKGw47BcrdHzhyD9EQmzeZs7gBqtEHJ32lLySQ5.z69QFhmHlrSAA1qx?startTime=1660600369000>
- Passcode: !yV5H&%a

**Brillard, Adam F.**

---

**From:** Theresa Garcia <tgarcia@taunton-ma.gov>  
**Sent:** Wednesday, December 14, 2022 9:35 AM  
**To:** Brillard, Adam F.  
**Cc:** Matthew J. Costa  
**Subject:** Lunar Xtracts LLC

Dear Attorney Brillard:

This e-mail will serve to confirm that the City received your Notice of Virtual Community Outreach Meeting to be held on August 15, 2022 on August 10, 2022 and had no objection to the same being held virtually.

Thank you.

Respectfully,  
*Matthew J. Costa*  
Matthew J. Costa, Esquire  
City Solicitor

MJC:tmg

Theresa M. Garcia  
Confidential Legal Secretary/Administrative Assistant  
City of Taunton  
Law Department  
City Hall  
15 Summer Street  
Taunton, Massachusetts 02780  
(508) 821-1036  
tgarcia@taunton-ma.gov

## Lunar Xtracts, Inc.

### Plan for Positive Impact

Lunar Xtracts, Inc. (the “**Company**”) is basing its headquarters in the City of Taunton, Massachusetts, an area that has been identified by the Commission as an area of disproportionate impact, and the City of Taunton shall be referred to herein as the “**Target Area**”. Accordingly, the Company intends to focus its efforts in the Target Area and on Massachusetts Residents who have, or have parents or spouses who have, past drug convictions.

The Company will implement the following goals, programs and measurements pursuant to this Plan for Positive Impact (the “**Positive Impact Plan**”).

#### Goals:

The Company’s goals for this Positive Impact Plan are as follows:

1. Hire, in a legal and non-discriminatory manner, at least 25% of its employees from Target Areas, and/or Massachusetts residents who have, or have parents or spouses who have, past drug convictions, or individuals who are certified Economic Empowerment Recipients or Social Equity Program Participants. Since the Company anticipates initially having only 2-3 employees for the first year or two, this goal may not be reached until after the Company has been in operations for a number of years.
2. The Company shall contribute a minimum of **forty (40) hours** a year of volunteer time to charitable groups serving the Target Areas and/or who work with Massachusetts residents who have, or have parents or spouses who have, past drug convictions;
3. At least **one (1) time per year**, the Company shall provide educational programs and informational sessions located on site or at a location in the vicinity of the site, that is geared toward individuals interested in the cannabis industry, with a specific focus on product manufacturing, and entrepreneurship.
  - a. The context of the educational events will specifically include, but not be limited to, information on licensing workshops (i.e. guidance on filing applications with the Commission), preparation of standard operating policies and procedures, Massachusetts cannabis market overview, and METRC best practices.
  - b. Participation and attendance in and at the education events is expected to be at least 5-10 individuals.
  - c. Location: The Company plans to hold the educational programs on-site, provided the space allows for the responses to the notices of the programs. Alternatively,

## Lunar Xtracts, Inc.

the Company will rent a local hall in the area for the educational programs.

### **Programs:**

In an effort to reach the abovementioned goals, the Company shall implement the following practices and programs:

1. In an effort to ensure that the Company has the opportunity to interview, and hire, individuals from the Target Area or Massachusetts residents who have past drug convictions, once the Company is ready to further staff its facility and during its hiring process, the Company shall post **monthly notices** for at least **two (2) months** at the municipal offices of the Target Area and in newspapers of general circulation in the Target Area, including but not limited to, **the Taunton Daily Gazette**. These notices will state, among other things, that the Company is specifically looking for Massachusetts residents who are 21 years or older and either (i) live in the Target Area or another area of disproportionate impact as defined by the Commission; or (ii) have past drug convictions, or (iii) are certified Economic Empowerment Recipients or Social Equity Program Participants.

Such residency, or prior drug conviction status, will be a positive factor in hiring decisions, but this does not prevent the Company from hiring the most qualified candidates and complying with all employment laws and other legal requirements.

As noted above, because the Company anticipate employing only 2 or 3 personnel for the first year or two, and therefore, the Company may not reach its goal until after being operations for a number of years.

2. In an effort to ensure that it will meet its volunteering goals, the Company will encourage its employees to volunteer by providing work related incentives such as **as up to two (2) paid volunteer days** with charitable groups serving the Target Areas.
3. In an effort to ensure that the Company provides opportunities for individuals from the Target Area and/or Massachusetts residents who have past drug convictions to attend its educational events, the Company shall post **weekly** notices at least **two (2) weeks** prior to hosting said educational programs or informational sessions in newspapers of general circulation in the Target Areas including but not limited to, **the Taunton Daily Gazette**, and these notices will state, among other things, that the Company is specifically looking for Massachusetts residents who are 21 years or older and either (i) live in the Target Area or another area of disproportionate impact as defined by the Commission; or (ii) have past drug convictions to attend these events.

The Company respectfully submits that it will comply with the advertising, branding, marketing and sponsorship practices as outlined in 935 CMR 500.105(4). The abovementioned notices will not include any Company advertisements, marketing materials or branding. To the extent the

## Lunar Xtracts, Inc.

Commission deems necessary, notices and event programming materials will be made available to the Commission for review and inspection prior to publishing.

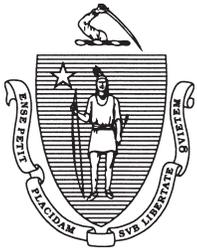
### **Company's Annual Internal Review:**

At least one (1) time per year, the Company will review the following criteria in an effort to measure the success of its Positive Impact Plan.

1. Identify the number of individuals hired who (i) came from Target Area, or other areas of disproportionate impact as defined by the Commission; (ii) have past drug convictions; or (iii) are certified Economic Empowerment Recipients or Social Equity Program Participants; and and
2. Identify the amount of volunteer support as well as the amount of charitable donations the Company has made during the positive impact plan year, and to which organizations those donations went (documentation from said charities about whether or not they serve the Target Areas or other areas of disproportionate impact, or residents with previous drug convictions, will be available for inspection by the Commission upon request); and
3. Identify the number of educational events or informational sessions it holds and attendance at the same.

The Company affirmatively states that it: (1) has confirmed that all of the abovementioned charities will accept donations and volunteers from the Company; (2) acknowledges and is aware, and 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; (3) any actions taken, or programs instituted, will not violate the Commission's regulations with respect to limitations on ownership or control or other applicable state laws; and (4) the Company will be required to document progress or success of this plan, in its entirety, annually upon renewal of its provisional license.

This policy may also be referred to by the Company as the "**Positive Impact Plan**".



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

William Francis Galvin  
Secretary of the  
Commonwealth

Date: November 03, 2022

To Whom It May Concern :

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

**LUNAR XTRACTS, INC.**

is a domestic corporation organized on **November 02, 2022** , under the General Laws of the Commonwealth of Massachusetts. I further certify that there are no proceedings presently pending under the Massachusetts General Laws Chapter 156D section 14.21 for said corporation's dissolution; that articles of dissolution have not been filed by said corporation; that, said corporation has filed all annual reports, and paid all fees with respect to such reports, and so far as appears of record said corporation has legal existence and is in good standing with this office.



In testimony of which,

I have hereunto affixed the

Great Seal of the Commonwealth

on the date first above written.

A handwritten signature in cursive script that reads "William Francis Galvin".

Secretary of the Commonwealth

Certificate Number: 22110088060

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

Processed by: tad

**BYLAWS**  
**OF**  
**LUNAR XTRACTS, INC.**  
**(the “Corporation”)**

Date adopted: November 2, 2022

**LUNAR XTRACTS, INC.**

**BYLAWS**

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**ARTICLE I**  
**SHAREHOLDERS**

- 1.1. Annual Meeting. The Corporation shall hold an annual meeting of shareholders at a time to be fixed by the President or Chief Executive Officer (“CEO”) and stated in the notice of the meeting, to be held within six (6) months after the end of the Corporation’s fiscal year. The purposes for which the annual meeting is to be held, in addition to those prescribed by the Articles of Organization, shall be for electing Directors, to the extent an election is necessary, and for such other purposes as shall be specified in the notice for the meeting, and only business within such purposes may be conducted at the meeting. In the event an annual meeting is not held at the time fixed in accordance with these Bylaws (“Bylaws”) or the time for an annual meeting is not fixed in accordance with these Bylaws to be held within thirteen (13) months after the last annual meeting, the Corporation may designate a special meeting as a special meeting in lieu of the annual meeting, and such meeting shall have all of the effect of an annual meeting.
- 1.2. Special Meetings. Special meetings of the shareholders may be called by the CEO or Board of Directors of the Corporation (the “Board” or “Board of Directors”). Only business within the purpose or purposes described in the meeting notice may be conducted at a special shareholders’ meeting.
- 1.3. Place of Meetings. All meetings of the shareholders shall be held at the principal office of the Corporation unless a different place is fixed by the CEO or Board of Directors and specified in the notice of the meeting, or the meeting is held solely by means of remote communication in accordance with Section 1.11 of these Bylaws.
- 1.4. Requirement of Notice. A written notice of the date, time, and place of each annual and special shareholders’ meeting describing the purposes of the meeting shall be given to shareholders entitled to vote at the meeting (and, to the extent required by law or the Articles of Organization, to shareholders not entitled to vote at the meeting) no fewer than seven nor more than 60 days before the meeting date. If an annual or special meeting of shareholders is adjourned to a different date, time or place, notice need not be given of the new date, time, or place if the new date, time or place, if any, is announced at the meeting before adjournment. If a new record date for the adjourned meeting is fixed, however, notice of the adjourned meeting shall be given under this Section to persons who are shareholders as of the new record date. All notices to shareholders shall conform to the requirements of Article III of these Bylaws.
- 1.5. Waiver of Notice. A shareholder may waive any notice required by law, the Articles of Organization or these Bylaws before or after the date and time stated in the notice. The waiver shall be in writing, be signed by the shareholder entitled to the notice, and be delivered to the Corporation for inclusion with the records of the meeting. A shareholder’s attendance at a meeting: (a) waives objection to lack of notice or defective notice of the meeting, unless the shareholder at the beginning of the meeting objects to holding the meeting or transacting business at the meeting; and (b) waives objection to consideration

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

1.6. Quorum.

- (a) Unless otherwise provided by law, or in the Articles of Organization, or these Bylaws, a majority of the votes entitled to be cast on the matter constitutes a quorum for action on that matter.

1.7. Voting and Proxies. Unless the Articles of Organization provide otherwise, each outstanding share, regardless of class, is entitled to one vote on each matter voted on at a shareholders' meeting. A shareholder may vote his, her or its shares in person or may appoint a proxy to vote or otherwise act for him, her or it by signing an appointment form, either personally or by his, her or its attorney-in-fact. An appointment of a proxy is effective when received by the Secretary or other officer or agent authorized to tabulate votes. Unless otherwise provided in the appointment form, an appointment is valid for a period of eleven (11) months from the date the shareholder signed the form or, if it is undated, from the date of its receipt by the officer or agent.

1.8. Action at Meeting. Members of the Board (each a "Director") are elected as set forth in Article 2 of these Bylaws. No ballot shall be required for such election unless requested by a shareholder present or represented at the meeting and entitled to vote in the election.

1.9. Action Without Meeting by Written Consent. Action taken at a shareholders' meeting may be taken without a meeting if the action is taken by all shareholders entitled to vote on the action. The action shall be evidenced by one or more written consents that describe the action taken, are signed by shareholders having the requisite votes, bear the date of the signatures of such shareholders, and are delivered to the Corporation for inclusion with the records of meetings within sixty (60) days of the earliest dated consent delivered to the Corporation as required by this Section 1.9. A consent signed under this Section 1.9 has the effect of a vote at a meeting.

1.10. Record Date. The Board of Directors may fix the record date in order to determine the shareholders entitled to notice of a shareholders' meeting, to demand a special meeting, to vote, or to take any other action. A record date fixed under this Section 1.10 may not be more than seventy (70) days before the meeting or action requiring a determination of shareholders.

1.11. Meetings by Remote Communication. Unless otherwise provided in the Articles of Organization, if authorized by the Board of Directors: any annual or special meeting of shareholders need not be held at any place but may instead be held solely by means of remote communication; and subject to such guidelines and procedures as the Board of Directors may adopt, shareholders and proxyholders not physically present at a meeting of shareholders may, by means of remote communication: (a) participate in a meeting of shareholders; and (b) be deemed present in person and vote at a meeting of shareholders whether such meeting is to be held at a designated place or solely by means of remote

communication, provided that: (1) the Corporation shall implement reasonable measures to verify that each person deemed present and permitted to vote at the meeting by means of remote communication is a shareholder or proxyholder; (2) the Corporation shall implement reasonable measures to provide such shareholders and proxyholders a reasonable opportunity to participate in the meeting and to vote on matters submitted to the shareholders, including an opportunity to read or hear the proceedings of the meeting substantially concurrently with such proceedings; and (3) if any shareholder or proxyholder votes or takes other action at the meeting by means of remote communication, a record of such vote or other action shall be maintained by the Corporation.

1.12. Form of Shareholder Action. Any vote, consent, waiver, proxy appointment or other action by a shareholder or by the proxy or other agent of any shareholder shall be considered given in writing, dated and signed, if, in lieu of any other means permitted by law, it consists of an electronic transmission that sets forth or is delivered with information from which the Corporation can determine (1) that the electronic transmission was transmitted by the shareholder, proxy or agent or by a person authorized to act for the shareholder, proxy or agent; and (2) the date on which such shareholder, proxy, agent or authorized person transmitted the electronic transmission. The date on which the electronic transmission is transmitted shall be considered to be the date on which it was signed. The electronic transmission shall be considered received by the Corporation if it has been sent to any address specified by the Corporation for the purpose or, if no address has been specified, to the principal office of the Corporation or to the President.

1.13. Shareholder List for Meeting.

- (a) After fixing a record date for a shareholders' meeting, the Corporation shall prepare an alphabetical list of the names of all its shareholders who are entitled to notice of the meeting. The list shall show the address of and number of shares held by each shareholder.
- (b) The list of shareholders shall be available for inspection by any shareholder, beginning two business days after notice is given of the meeting for which the list was prepared and continuing through the meeting: (1) at the Corporation's principal office or at a place identified in the meeting notice in the city where the meeting will be held; or (2) on a reasonably accessible electronic network, provided that the information required to gain access to such list is provided with the notice of the meeting. If the meeting is to be held solely by means of remote communication, the list shall be made available on an electronic network.
- (c) A shareholder or his, her or its agent or attorney is entitled on written demand to inspect and, subject to the requirements of Section 6.2(c) of these Bylaws, to copy the list, during regular business hours and at his or her expense, during the period it is available for inspection.
- (d) The Corporation shall make the list of shareholders available at the meeting, and any shareholder or his, her or its agent or attorney is entitled to inspect the list at any time during the meeting or any adjournment.

- 1.14. Actions Requiring the Vote of Shareholders. Notwithstanding anything to the contrary contained elsewhere in these Bylaws, the Corporation is neither authorized to, nor shall it engage in, any of the following actions unless the Corporation has received the majority vote of the Corporation's shareholders:
- (a) Permit any sale, transfer, finance or refinance of any Corporation assets outside the ordinary course of business;
  - (b) Permit or cause the Corporation to purchase or invest in any real property, or buy any business in excess of \$100,000;
  - (c) Incur any obligation by or on behalf of the Corporation that varies from the approved annual budget by \$50,000;
  - (d) Make distributions or dividends or decide to accrue dividends required by the terms of outstanding securities;
  - (e) Issue, grant, sell or otherwise transfer any equity interests in any subsidiary of the Corporation;
  - (f) Borrow money outside the ordinary course of business in excess of \$100,000 outstanding at any time; or
  - (g) Expand the number of members of the Board of Directors.

## **ARTICLE II**

### **DIRECTORS**

- 2.1. Powers. Unless otherwise provided for herein, all corporate power shall be exercised by or under the authority of, and the business and affairs of the Corporation shall be managed under the direction of, its Board of Directors.
- 2.2. Number and Election. Each shareholder agrees to vote all of his, her, or its shares of the Corporation having voting power (and any other shares of the Corporation over which he, she, or it exercises voting control), in connection with the election of the Directors and to take such other actions as are necessary so as to fix the number of Directors at no fewer than one (1) and no greater than five (5) and to elect and continue in office as Directors that person or those persons that are the then existing Managers (such term to be used herein as it is defined in that certain limited liability company Operating Agreement of Lunar Xtracts LLC, a Massachusetts limited liability company, dated as of June 16, 2022 (the "Operating Agreement")).

Each Director shall be (a) at least 21 years of age, (b) be registered as a Marijuana Establishment Agent (as defined in 935 CMR 500.030) and (c) shall not be a Controlling Person or Person or Entity Having Direct Or Indirect Control with respect to any other CRB in Massachusetts or other state in which the Corporation, Lunar Xtracts LLC, and/or any of their subsidiaries or other affiliates are pursuing licensure. The Directors need not

be residents of the State of Massachusetts. The Directors shall be elected by the shareholders at any meeting of shareholders or written consent by the vote of those shareholders entitled to vote for a specific designee to the Board. Such vote shall be in accordance with this Section 2.2.

- 2.3. Vacancies. If a vacancy occurs on the Board of Directors, the Persons then entitled to nominate the applicable corresponding Manager (pursuant to the terms of the Operating Agreement), shall fill the vacancy pursuant to the terms set forth in Section 2.2. A vacancy that will occur at a specific later date may be filled before the vacancy occurs but the new Director may not take office until the vacancy occurs.
- 2.4. Subsidiaries. Notwithstanding anything contained herein to the contrary, the approval of the majority of the members of the Board of Directors shall be required in order to form or otherwise create any subsidiary of the Corporation. Unless otherwise approved by a majority of the members of the Board of Directors, each board of directors or managers (or other similar corporate governance body), as applicable, of any subsidiary of the Corporation shall consist of the same persons as the Board (as defined in the Operating Agreement) of Lunar Xtracts LLC. The Corporation shall comply with the provisions of the Operating Agreement applicable to each subsidiary of Lunar Xtracts LLC.
- 2.5. Tenure. Each Director shall serve until his or her successor shall be elected and shall qualify or until his or her earlier resignation or removal.
- 2.6. Chair of the Board. The shareholders may elect one of the Directors as a “Chair of the Board”, who need not be an employee or officer of the Corporation, by the affirmative vote or written consent of those shareholders owning a majority of the Corporation’s shares. Absent any such affirmative vote or written consent of the shareholders affecting the appointment of such Chair of the Board to the contrary, a majority of the Board of Directors may, by affirmative vote or written consent, appoint such Chair of the Board, subject to the shareholders’ ultimate authority to appoint, remove, or replace any Director holding such position. If the Board of Directors appoints a Chair of the Board, he or she shall perform such duties and possess such powers as are assigned to him or her by the Board of Directors and, if the Chair of the Board is also designated as the Corporation’s Chief Executive Officer, shall have the powers and duties of the Chief Executive Officer prescribed in Section 4.8 of these Bylaws. Unless otherwise provided by the Board of Directors, the Chair of the Board shall preside at all meetings of the Board of Directors and shareholders.
- 2.7. Resignation. A Director may resign at any time by delivering written notice of resignation to the Board of Directors, the Chair of the Board, or the Corporation. A resignation is effective when the notice is delivered unless the notice specifies a later effective date, in which case such resignation shall be effective as of the later date so specified.
- 2.8. Removal. A Director may be removed, whether or not for cause, and subsequently replaced by, the affirmative vote or written consent of those shareholders owning a majority of the Corporation’s shares. Notwithstanding anything contained in this Section 2.8 or elsewhere to the contrary, a Director shall be automatically removed from the positions of Director and, as the case may be, Chair of the Board in the event (a) of his or her non-compliance

with current regulations or rules of the Massachusetts Cannabis Control Commission (the “CCC”) or (b) that his or her status as Director and/or, as the case may be, Chair of the Board would cause any of the events set forth in the applicable sections and provisions of the Operating Agreement to occur or otherwise jeopardize the Corporation’s efforts to obtain licensure pursuant to 935 CMR 500 of the Commonwealth of Massachusetts.

- 2.9. Regular Meetings. Regular meetings of the Board of Directors may be held at such times and places as shall from time to time be fixed by the Chair of the Board without notice of the date, time, place or purpose of the meeting. The Corporation need only have one (1) annual meeting of the Board of Directors.
- 2.10. Special Meetings. Special meetings of the Board of Directors may be called by the Chair of the Board, a majority of the Directors, or one (1) Director if there is only one (1) Director.
- 2.11. Notice. Special meetings of the Board of Directors must be preceded by at least three (3) days’ notice of the date, time and place of the meeting. The notice need not describe the purpose of the special meeting unless these Bylaws otherwise require notice of the purpose of the meeting. All notices to Directors shall conform to the requirements of Article III of these Bylaws.
- 2.12. Waiver of Notice. A Director may waive any notice before or after the date and time of the meeting. The waiver shall be in writing, signed by the Director entitled to the notice, or in the form of an electronic transmission by the Director to the Corporation, and filed with the minutes or corporate records. A Director’s attendance at or participation in a meeting waives any required notice to him or her of the meeting unless the Director at the beginning of the meeting, or promptly upon his or her arrival, objects to holding the meeting or transacting business at the meeting and does not thereafter vote for or assent to action taken at the meeting.
- 2.13. Quorum. Unless otherwise provided by law, the Articles of Organization or these Bylaws, a quorum of the Board of Directors consists of a majority of the Directors then in office, provided always that any number of Directors (whether one or more and whether or not constituting a quorum) constituting a majority of Directors present at any meeting or at any adjourned meeting may make an adjournment thereof.
- 2.14. Action at Meeting. If a quorum is present when a vote is taken, the affirmative vote of a majority of Directors present is the act of the Board of Directors unless the Articles of Organization or these Bylaws require the vote of a greater number of Directors. A Director who is present at a meeting of the Board of Directors when corporate action is taken is considered to have assented to the action taken unless: (a) he or she objects at the beginning of the meeting, or promptly upon his or her arrival, to holding it or transacting business at the meeting; (b) his or her dissent or abstention from the action taken is entered in the minutes of the meeting; or (c) he or she delivers written notice of his or her dissent or abstention to the presiding officer of the meeting before its adjournment or to the Corporation immediately after adjournment of the meeting. The right of dissent or abstention is not available to a Director who votes in favor of the action taken.

- 2.15. Action without Meeting. Any action required or permitted to be taken by the Directors may be taken without a meeting if the action is taken without a meeting by Directors having not less than the minimum number of votes necessary to take the action at a meeting at which all Directors entitled to vote on the action are present and voting. The action must be evidenced by one or more consents describing the action taken, in writing, signed by each Director, or delivered to the Corporation by electronic transmission, to the address specified by the Corporation for the purpose or, if no address has been specified, to the principal office of the Corporation, addressed to the Secretary or other officer or agent having custody of the records of proceedings of Directors, and included in the minutes or filed with the corporate records reflecting the action taken. Action taken under this Section 2.15 is effective when the last Director signs or delivers the consent, unless the consent specifies a different effective date. A consent signed or delivered under this Section 2.15 has the effect of a meeting vote and may be described as such in any document.
- 2.16. Meetings by Remote Communications. The Board of Directors may permit any or all Directors to participate in a regular or special meeting by, or conduct the meeting through the use of, any means of communication by which all Directors participating may simultaneously hear each other during the meeting. A Director participating in a meeting by this means is considered to be present in person at the meeting.
- 2.17. Compensation. The Board of Directors may fix the compensation of Directors.
- 2.18. Standard of Conduct for Directors.
- (a) A Director shall discharge his or her duties as a Director: (1) in good faith; (2) with the care that a person in a like position would reasonably believe appropriate under similar circumstances; and (3) in a manner the Director reasonably believes to be in the best interests of the Corporation. In determining what the Director reasonably believes to be in the best interests of the Corporation, a Director may consider the interests of the Corporation's employees, suppliers, creditors and customers, the economy of the state, the region and the nation, community and societal considerations, and the long-term and short-term interests of the Corporation and its shareholders, including the possibility that these interests may be best served by the continued independence of the Corporation.
  - (b) In discharging his or her duties, a Director who does not have knowledge that makes reliance unwarranted is entitled to rely on information, opinions, reports or statements, including financial statements and other financial data, if prepared or presented by: (1) one or more officers or employees of the Corporation whom the Director reasonably believes to be reliable and competent with respect to the information, opinions, reports or statements presented; (2) legal counsel, public accountants or other persons retained by the Corporation, as to matters involving skills or expertise the Director reasonably believes are matters (i) within the particular person's professional or expert competence or (ii) as to which the particular person merits confidence.
  - (c) Each Director must comply with the regulations and rules promulgated by the CCC.

- (d) A Director is not liable for any action taken as a Director, or any failure to take any action, if he or she performed the duties of his or her office in compliance with this Section 2.18.

2.19. Conflict of Interest.

- (a) A conflict of interest transaction is a transaction with the Corporation in which a Director of the Corporation has a material direct or indirect interest. A conflict of interest transaction is not voidable by the Corporation solely because of the Director's interest in the transaction if the transaction was fair and on market terms to the Corporation and fully disclosed to the Corporation's Board of Directors.
- (b) For purposes of this Section 2.19, and without limiting the interests that may create conflict of interest transactions, subject to the terms of the Operating Agreement, a Director of the Corporation has an indirect interest in a transaction if: (1) another entity in which he or she has a material financial interest or in which he or she is a general partner is a party to the transaction; or (2) another entity of which he or she is a director, officer or trustee or in which he or she holds another position is a party to the transaction and the transaction is or should be considered by the Board of Directors.

2.20. Conduct of Meetings. The Board of Directors may adopt by resolution such rules, regulations and procedures for the conduct of any meeting of the directors as it shall deem appropriate, including without limitation such guidelines and procedures as it may deem appropriate regarding the participation by means of remote communication of the directors and proxyholders not physically present at a meeting. Except to the extent inconsistent with such rules, regulations and procedures as adopted by the Board of Directors, the Chair of any meeting of the directors shall have the right and authority to prescribe such rules, regulations and procedures and to do all such acts as, in the judgment of such Chair, are appropriate for the proper conduct of the meeting. Such rules, regulations or procedures, whether adopted by the Board of Directors or prescribed by the chairman of the meeting, may include, without limitation, the following: (a) the establishment of an agenda or order of business for the meeting; (b) rules and procedures for maintaining order at the meeting and the safety of those present; (c) limitations on attendance at or participation in the meeting to the directors, their duly authorized and constituted proxies or attorneys or such other persons as shall be determined; (d) restrictions on entry to the meeting after the time fixed for the commencement thereof; and (e) limitations on the time allotted to questions or comments by participants. Unless and to the extent determined by the Board of Directors or the chairman of the meeting, meetings of the directors shall not be required to be held in accordance with the rules of parliamentary procedure.

### ARTICLE III

#### MANNER OF NOTICE

3.1. Notices. All notices provided for under these Bylaws shall conform to the following requirements:

- (a) Notice shall be in writing unless oral notice is reasonable under the circumstances. Notice by electronic transmission is written notice.
- (b) Notice may be communicated in person; by telephone, voice mail, facsimile, teletype or other electronic means; by mail; by electronic transmission; or by messenger or delivery service.
- (c) Written notice, other than notice by electronic transmission, if in a comprehensible form, is effective upon deposit in the United States mail, if mailed postpaid and correctly addressed to the addressee's address shown in the Corporation's current records.
- (d) Written notice by electronic transmission, if in comprehensible form, is effective: (1) if by facsimile telecommunication, when directed to a number furnished by the addressee for the purpose; (2) if by electronic mail, when directed to an electronic mail address furnished by the addressee for the purpose; (3) if by a posting on an electronic network together with separate notice to the addressee of such specific posting, directed to an electronic mail address furnished by the addressee for the purpose, upon the later of (i) such posting and (ii) the giving of such separate notice; and (4) if by any other form of electronic transmission, when directed to the addressee in such manner as the addressee shall have specified to the Corporation. An affidavit of the President or the Secretary of the Corporation that the notice has been given by a form of electronic transmission shall, in the absence of fraud, be prima facie evidence of the facts stated therein.
- (e) Oral notice is effective when communicated if communicated in a comprehensible manner.

## **ARTICLE IV**

### **OFFICERS**

- 4.1. Enumeration. The Corporation may have a Chief Executive Officer, a Chief Operating Officer, President, a Treasurer, a Secretary and such other officers as may be appointed by the Board of Directors from time to time in accordance with these Bylaws. One person may have multiple officer titles.
- 4.2. Appointment. The officers shall be appointed by the Board of Directors. A duly appointed officer may appoint one or more officers if authorized by the Board of Directors. Each officer has the authority and shall perform the duties set forth in these Bylaws or, to the extent consistent with these Bylaws, the duties prescribed by the Board of Directors or by direction of an officer authorized by the Board of Directors to prescribe the duties of other officers. The appointment of an officer shall not itself create contract rights. The Board of Directors shall be deemed to have appointed as initial officers of the Corporation: Steven Brabant to the positions of President and Chief Executive Officer; Steven Brabant to the positions of Secretary and Chief Operating Officer; and Steven Brabant to the positions of Treasurer and Chief Financial Officer.

- 4.3. Qualification. The same individual may simultaneously hold more than one office in the Corporation. No officer need be a shareholder. Each officer must comply with the regulations and rules promulgated by the CCC.
- 4.4. Tenure. Except as otherwise provided by law, the Articles of Organization or these Bylaws, each officer shall, subject to any employment agreement between him or her and the Corporation, hold office until his or her successor is duly appointed, unless a different term is specified in the vote appointing him or her, or until his or her earlier death, resignation or removal.
- 4.5. Resignation. Subject to the terms of any separate written agreement between the Corporation and an Officer, an officer may resign at any time by delivering written notice of the resignation to the Corporation. A resignation is effective when the notice is delivered unless the notice specifies a later effective date. If a resignation is made effective at a later date and the Corporation accepts the future effective date, the Board of Directors may fill the pending vacancy before the effective date if the Board of Directors provides that the successor shall not take office until the effective date. An officer's resignation shall not affect the Corporation's contract rights, if any, with the officer.
- 4.6. Removal. If an officer either resigns or is removed by the Board of Directors, a replacement officer shall be proposed by the majority of the Board of Directors.
- 4.7. Vacancies. The Board of Directors may, subject to a confirmatory vote by the shareholders holding a majority of the shares, fill any vacancy occurring in any office for any reason and may, in its discretion, leave unfilled for such period as it may determine any offices other than those of President, Treasurer, and Secretary. Each such successor shall hold office for the unexpired term of his or her predecessor and until his or her successor is duly appointed, or until he or she sooner dies, resigns or is removed.
- 4.8. President; Chief Executive Officer. The President shall be the Chief Executive Officer. The Chief Executive Officer shall have general charge and supervision of the business of the Corporation, subject to the direction of the Board of Directors including, without limitation, exercise of general operating powers concerning all the property, business and affairs of the Corporation. The President shall perform such other duties and shall have such other powers as the Board of Directors may from time to time prescribe. The President shall serve until such time as he resigns or his successor is elected by the Board. The President and Chief Executive Officer shall report to the Board of Directors.
- 4.9. Vice President. In the absence of the President, the Vice President, if one is appointed, shall perform the duties of the President. The Vice President shall report to the Board and shall have any further powers and duties as from time to time may be prescribed by the Board.
- 4.10. Treasurer. The Treasurer shall be the Chief Financial Officer. The Treasurer shall perform such duties and shall have such powers as may from time to time be assigned to him or her by the Board of Directors or the President. In addition, the Treasurer shall perform such duties and have such powers as are incident to the office of treasurer, including without

limitation the duty and power to keep and be responsible for all funds and securities of the Corporation, to deposit funds of the Corporation in depositories, to disburse such funds as ordered by the Board of Directors or the President, to make proper accounts of such funds, and to render as required by the Board of Directors or the President statements of all such transactions and of the financial condition of the Corporation.

- 4.11. Secretary. The Secretary shall perform such duties and shall possess such powers as the Board of Directors or the President may from time to time prescribe. In addition, the Secretary shall perform such duties and shall have such powers as are incident to the office of the secretary, including without limitation the duty and power to give notices of all meetings of the shareholders and Directors, to attend all meetings of the shareholders and Directors, to prepare minutes of the meetings of the shareholders and Directors, to authenticate the records of the Corporation, to maintain a stock ledger and prepare lists of shareholders and their addresses as required, to be custodian of corporate records and the corporate seal and to affix and attest to the same on documents. In the absence of the Secretary at any meeting of the shareholders or Directors, the person presiding at the meeting shall designate a temporary secretary to prepare the minutes of the meeting.
- 4.12. Salaries. Officers of the Corporation shall be entitled to such salaries, compensation or reimbursement as shall be fixed or allowed from time to time by the Board of Directors or as otherwise provided in any employment agreement between the Corporation and the officer. A bonus pool derived from the income of the Corporation may be so designated and created by the Board of Directors, with such revenues to be awarded as bonuses to the Corporation's officers and employees. The Board of Directors may create a compensation committee to make recommendations to it as to how any such bonus pool should be distributed.
- 4.13. Standard of Conduct for Officers. An officer shall discharge his or her duties: (a) in good faith; (b) with the care that a person in a like position would reasonably exercise under similar circumstances; and (c) in a manner the officer reasonably believes to be in the best interests of the Corporation. In discharging his or her duties, an officer who does not have knowledge that makes reliance unwarranted is entitled to rely on information, opinions, reports or statements, including financial statements and other financial data, if prepared or presented by: (1) one or more officers or employees of the Corporation whom the officer reasonably believes to be reliable and competent with respect to the information, opinions, reports or statements presented; or (2) legal counsel, public accountants or other persons retained by the Corporation as to matters involving skills or expertise the officer reasonably believes are matters (i) within the particular person's professional or expert competence or (ii) as to which the particular person merits confidence. An officer shall not be liable to the Corporation or its shareholders for any decision to take or not to take any action taken, or any failure to take any action, as an officer, if the duties of the officer are performed in compliance with this Section 4.13.

## ARTICLE V

### PROVISIONS RELATING TO SHARES

- 5.1 Issuance. The Board of Directors shall issue the number of shares of each class or series authorized by the Articles of Organization.
- 5.2 Share Certificates. If shares are represented by certificates, at a minimum each share certificate shall state on its face: (a) the name of the Corporation and that it is organized under the laws of the Commonwealth of Massachusetts; (b) the name of the person to whom issued; and (c) the number and class of shares and the designation of the series, if any, the certificate represents. Every certificate for shares of stock that are subject to any restriction on the transfer or registration of transfer of such shares pursuant to the Articles of Organization, these Bylaws, an agreement among shareholders or an agreement among shareholders and the Corporation, shall have conspicuously noted on the front or back of such certificate the existence of such restrictions. Each share certificate shall be signed, either manually or in facsimile, by the President and by the Treasurer or the Secretary, or any two officers designated by the Board of Directors, and may bear the corporate seal or its facsimile. If the person who signed, either manually or in facsimile, a share certificate no longer holds office when the certificate is issued, the certificate shall be nevertheless valid.
- 5.3 Uncertificated Shares. The Board of Directors may authorize the issue of some or all of the shares of any or all of the Corporation's classes or series without certificates. The authorization shall not affect shares already represented by certificates until they are surrendered to the Corporation. Within a reasonable time after the issue or transfer of shares without certificates, the Corporation shall send the shareholders a written statement of the information required by the Massachusetts Business Corporation Act, as in effect from time to time (the "MBCA") to be on certificates.
- 5.4 Transfers; Record and Beneficial Owners. Subject to the restrictions, if any, stated or noted on the stock certificates or otherwise, shares of stock may be transferred on the books of the Corporation by the surrender to the Corporation of the certificate representing such shares properly endorsed or accompanied by a written assignment or power of attorney properly executed, and with such proof of authority or the authenticity of signature as the Corporation may reasonably require. The Corporation shall be entitled to treat the record holder of shares as shown on its books as the owner of such shares for all purposes, including the payment of dividends and other distributions and the right to vote with respect thereto, regardless of any transfer, pledge or other disposition of such shares until the shares have been transferred on the books of the Corporation in accordance with the requirements of these Bylaws.
- 5.5 Replacement of Certificates. The Board of Directors may, subject to applicable law, determine the conditions upon which a new share certificate may be issued in place of any certificate alleged to have been lost, destroyed or wrongfully taken.
- 5.6 Restrictions on Transfer. Unless set forth in a separate written agreement between the

shareholders and the Corporation, no interest in the shares of the corporation may be transferred by operation of law or otherwise, whether voluntary or involuntary, except in accordance with the terms and conditions of these Bylaws absent the approval of shareholders owning at such time the majority of the then issued and outstanding shares of stock of the corporation. This includes, but is not limited to, transfers by purchase, sale, discount, negotiation, gift, trust, legacy, inheritance, pledge, mortgage, lien, creation of security interest, hypothecation, bankruptcy, or transfer pursuant to court order.

## **ARTICLE VI**

### **CORPORATE RECORDS**

6.1. Records to be Kept.

- (a) The Corporation shall keep as permanent records minutes of all meetings of its shareholders and Board of Directors and a record of all actions taken by the shareholders or Board of Directors without a meeting. The Corporation shall maintain appropriate accounting records. The Corporation or its agent shall maintain a record of its shareholders. The Corporation shall maintain its records in written form or in another form capable of conversion into written form within a reasonable time.
- (b) The Corporation shall keep within the Commonwealth of Massachusetts a copy of the following records at its principal office or an office of its transfer agent or of its Secretary or of its registered agent:
  - (1) its Articles of Organization or Restated Articles of Organization and all amendments to them currently in effect;
  - (2) its Bylaws or Restated Bylaws and all amendments to them currently in effect;
  - (3) resolutions adopted by its Board of Directors creating one or more classes or series of shares, and fixing their relative rights, preferences and limitations, if shares issued pursuant to those resolutions are outstanding;
  - (4) the minutes of all shareholders meetings, and records of all action taken by the shareholders without a meeting, for the past three years;
  - (5) all written communications to the shareholders generally within the past three years, including the financial statements furnished under Section 16.20 of the MBCA, or any successor Section thereto, for the past three years;
  - (6) a list of the names and business addresses of its current Directors and officers; and
  - (7) its most recent annual report delivered to the Massachusetts Secretary of State.

6.2. Inspection of Records by the Shareholders.

- (a) A shareholder is entitled to inspect and copy, during regular business hours at the office where they are maintained pursuant to Section 6.1(b) of these Bylaws, copies of any of the records of the Corporation described in said Section 6.1(b) if he or she gives the Corporation written notice of his or her demand at least five business days before the date on which he or she wishes to inspect and copy.
- (b) A shareholder is entitled to inspect and copy, during regular business hours at a reasonable location specified by the Corporation, any of the following records of the Corporation if the shareholder meets the requirements of subsection (c) of this Section 6.2 and gives the Corporation written notice of his or her demand at least five business days before the date on which he or she wishes to inspect and copy:
  - (1) excerpts from minutes reflecting action taken at any meeting of the Board of Directors, minutes of any meeting of the shareholders, and records of action taken by the shareholders or Board of Directors without a meeting, to the extent not subject to inspection under subsection (a) of this Section 6.2;
  - (2) accounting records of the Corporation, but if the financial statements of the Corporation are audited by a certified public accountant, inspection shall be limited to the financial statements and the supporting schedules reasonably necessary to verify any line item on those statements; and
  - (3) the record of shareholders described in Section 6.1(a) of these Bylaws.
- (c) A shareholder may inspect and copy the records described in subsection (b) of this Section 6.2 only if:
  - (1) his or her demand is made in good faith and for a proper purpose;
  - (2) he or she describes with reasonable particularity his or her purpose and the records he or she desires to inspect;
  - (3) the records are directly connected with his or her purpose; and
  - (4) the Corporation shall not have determined in good faith that disclosure of the records sought would adversely affect the Corporation in the conduct of its business.

6.3. Scope of Inspection Right.

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

- (b) The Corporation may, if reasonable, satisfy the right of a shareholder to copy records under Section 6.2 of these Bylaws by furnishing to the shareholder copies by photocopy or other means chosen by the Corporation, including copies furnished through an electronic transmission.
  - (c) The Corporation may impose a reasonable charge, covering the costs of labor, material, transmission and delivery, for copies of any documents provided to the shareholder. The charge may not exceed the estimated cost of production, reproduction, transmission or delivery of the records.
  - (d) The Corporation may comply at its expense with a shareholder's demand to inspect the record of the shareholder under clause (3) of subsection (b) of Section 6.2 of these Bylaws by providing the shareholder with a list of shareholders that was compiled no earlier than the date of the shareholder's demand.
  - (e) The Corporation may impose reasonable restrictions on the use or distribution of records by the demanding shareholder.
- 6.4. Inspection of Records by Directors. A Director is entitled to inspect and copy the books, records and documents of the Corporation at any reasonable time to the extent reasonably related to the performance of the Director's duties as a Director, but not for any other purpose or in any manner that would violate any duty to the Corporation.

## **ARTICLE VII**

### **INDEMNIFICATION**

- 7.1. Indemnification of Directors and Officers. Except as otherwise provided in this Section 7.1, the Corporation may indemnify to the fullest extent permitted by law an individual who is a party to a proceeding because he or she is a Director against liability incurred in the proceeding if: (1) (i) he or she conducted himself or herself in good faith; and (ii) he or she reasonably believed that his or her conduct was in the best interests of the Corporation or that his or her conduct was at least not opposed to the best interests of the Corporation; and (iii) in the case of any criminal proceeding, he or she had no reasonable cause to believe his or her conduct was unlawful; or (2) he or she engaged in conduct for which he or she shall not be liable under a provision of the Articles of Organization authorized by Section 2.02(b)(4) of the MBCA or any successor provision to such Section. The Corporation shall indemnify to the fullest extent permitted by law an individual who is a party to a proceeding because he or she is an officer against liability incurred in the proceeding, except for liability arising out of acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law; provided, however, that the standard of conduct set forth in this sentence shall apply to a Director who is also an officer if the basis on which he or she is made a party to the proceeding is an act or omission solely as an officer. For the avoidance of doubt, conduct shall not be deemed to be intentional misconduct or a knowing violation of law solely for ongoing activity relating to cannabis or the cannabis industry, which may be a violation of federal law, so long as such activity is reasonably believed to be in compliance with applicable state and local laws.

7.2. Advance for Expenses. The Corporation may, before final disposition of a proceeding, advance funds to pay for or reimburse the reasonable expenses incurred by a Director or officer who is a party to a proceeding because he or she is a Director or officer if he or she delivers to the Corporation:

- (a) a written affirmation of his or her good faith belief that he or she has met the relevant standard of conduct described in Section 7.1 of these Bylaws or, if he or she is a Director and is a party to a proceeding because he or she is a Director, that the proceeding involves conduct for which liability has been eliminated under a provision of the Articles of Organization as authorized by Section 2.02(b)(4) of the MBCA or any successor provision to such Section; and
- (b) his or her written undertaking to repay any funds advanced if he or she is not wholly successful, on the merits or otherwise, in the defense of such proceeding and it is ultimately determined pursuant to Section 7.3 of these Bylaws or by a court of competent jurisdiction that he or she has not met the relevant standard of conduct described in Section 7.1 of these Bylaws.

Such undertaking must be an unlimited general obligation of the Director or officer but need not be secured and shall be accepted without reference to the financial ability of the Director or officer to make repayment.

7.3. Determination of Indemnification.

- (a) Except as set forth in subsection (b) of this Section 7.3, the determination of whether a Director has met the relevant standard of conduct set forth in Section 7.1 of these Bylaws shall be made either: (1) by special legal counsel selected by the Board of Directors, or (2) by a Super Majority Vote of the Board of Directors.
- (b) The determination of whether an officer has met the relevant standard of conduct set forth in Section 7.1 of these Bylaws shall be made by the Board of Directors. Notwithstanding the provisions of subsection (a) of this Section 7.3, the determination of whether a Director who is also an officer has met the relevant standard of conduct set forth in Section 7.1 of these Bylaws, shall be made in accordance with the provisions of this subsection (b) to the extent the basis on which he or she is made a party to a proceeding is an act or omission solely as an officer.

7.4. Authorization of Indemnification and Advances.

- (a) Authorization of indemnification and advances shall be made in the same manner as the determination that indemnification is permissible under Section 7.3 of these Bylaws; provided that, with respect to the authorization of indemnification and advances for a Director for acts or omissions as a Director, authorization of indemnification shall be made by the Board of Directors.
- (b) The Corporation shall indemnify a Director or officer who was wholly successful, on the merits or otherwise, in the defense of any proceeding to which he or she was a

party because he or she was a Director or officer of the Corporation against reasonable expenses incurred by him or her in connection with the proceeding.

- 7.5. Settlements. The Corporation shall not be required to indemnify the Indemnitee under this Article VII for any amounts paid in settlement of any proceeding unless authorized in the same manner as the determination that indemnification is permissible under Section 7.3 of these Bylaws; provided that, with respect to the authorization of indemnification for a Director for acts or omissions as a Director, authorization of indemnification shall be made by the Board of Directors. The Corporation shall not settle any proceeding in any manner that would impose any penalty or limitation on the Indemnitee without the Indemnitee's written consent. Neither the Corporation nor the Indemnitee will unreasonably withhold his, her or its consent to any proposed settlement.
- 7.6. Application of this Article.
- (a) This Article VII shall not limit the Corporation's power to (1) pay or reimburse expenses incurred by a Director or officer in connection with his or her appearance as a witness in a proceeding at a time when he or she is not a party or (2) indemnify, advance expenses to or provide or maintain insurance on behalf of an employee or agent.
  - (b) If the laws of the Commonwealth of Massachusetts are hereafter amended from time to time to increase the scope of permitted indemnification, indemnification hereunder shall be provided to the fullest extent permitted or required by any such amendment.
- 7.7. Exculpation. Each Director and Officer of the Corporation shall not be liable to the Corporation or its shareholders for monetary damages for breach of fiduciary duty as a Director and/or Officer, except to the extent that exculpation from liability is not permitted under the MBCA as in effect when such breach occurred, and except (i) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, or (ii) for any transaction in connection with which such director or officer derived an improper personal benefit. No amendment or repeal of this paragraph shall apply to or have any effect on the liability or alleged liability of any Director or Officer of the Corporation for or with respect to any acts or omissions of such Director or Officer occurring prior to such amendment or repeal. For avoidance of doubt, conduct shall not be deemed to constitute intentional misconduct or a knowing violation of law solely for engaging in activity relating to cannabis, which may be a violation of federal law, so long as such activity is reasonably believed to be in compliance with applicable state law.

## ARTICLE VIII

### MISCELLANEOUS

- 8.1. Fiscal Year. Except as otherwise determined from time to time by the Board of Directors, the fiscal year of the Corporation shall in each year end on December 31.

- 8.2. Seal. The seal of the Corporation shall (should one be adopted by the Corporation), subject to alteration by the Board of Directors, bear the Corporation's name, the word "Massachusetts" and the year of its incorporation.
- 8.3. Voting of Securities. Except as the Board of Directors may otherwise designate, the Chief Executive Officer, President or Treasurer may waive notice of, and act as, or appoint any person or persons to act as, proxy or attorney-in-fact for the Corporation (with or without power of substitution) at any meeting of the shareholders of any other corporation or organization, the securities of which may be held by the Corporation.
- 8.4. Articles of Organization. All references in these Bylaws to the Articles of Organization shall be deemed to refer to the Articles of Organization of the Corporation, as amended and in effect from time to time.
- 8.5. Severability. Any determination that any provision of these Bylaws is for any reason inapplicable, illegal or ineffective shall not affect or invalidate any other provision of these Bylaws.
- 8.6. Pronouns. All pronouns used in these Bylaws shall be deemed to refer to the masculine, feminine or neuter, singular or plural, as the identity of the person or persons may require.

## **ARTICLE IX**

### **AMENDMENTS**

- (a) The power to make, amend or repeal these Bylaws, in whole or in part, shall be by a majority vote of the shareholders. If authorized by the Articles of Organization, the Board of Directors may also make, amend, or repeal these Bylaws in whole or in part, except with respect to any provision thereof which by virtue of an express provision in the MBCA, the Articles of Organization, or these Bylaws, requires action by the shareholders.
- (b) Not later than the time of giving notice of the meeting of the shareholders next following the making, amending, or repealing by the shareholder of any Bylaw, notice stating the substance of the action taken by the Board of Directors shall be given to all shareholders entitled to vote on amending these Bylaws. Any action taken by the Board of Directors with respect to these Bylaws may be amended or repealed pursuant to this Article IX.
- (c) Approval of an amendment to these Bylaws that changes or deletes a quorum or voting requirement for action by the shareholders must satisfy both the applicable quorum and voting requirements for action by the shareholders with respect to amendment of these Bylaws and also the particular quorum and voting requirements sought to be changed or deleted.
- (d) A Bylaw dealing with quorum or voting requirements for the shareholders may not be adopted, amended or repealed by the Board of Directors.

- (e) A Bylaw that fixes a greater or lesser quorum requirement for action by the Board of Directors, or a greater voting requirement, than provided for by the MBCA may be amended or repealed by the shareholders, or by the Board of Directors if the Board of Directors is authorized to amend these Bylaws.
- (f) Approval by the Board of Directors of an amendment to these Bylaws that changes or deletes a quorum or voting requirement for action by the Board of Directors must satisfy both the applicable quorum and voting requirements for action by the Board of Directors with respect to amendment of these Bylaws, and also the particular quorum and voting requirements sought to be changed or deleted.

END OF BYLAWS

**D**

**The Commonwealth of Massachusetts**

**William Francis Galvin**

Secretary of the Commonwealth

One Ashburton Place, Boston, Massachusetts 02108-1512

FORM MUST BE TYPED

**Articles of Organization**

FORM MUST BE TYPED

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

**ARTICLE I**

The exact name of the corporation is:

Lunar Xtracts, 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:

**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
		CWP	100,000	\$0.001

*\*G.L. Chapter 156D eliminates the concept of par value, however a corporation may specify par value in Article III. See G.L. Chapter 156D, Section 6.21, and the comments relative thereto.*

**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.

N/A

**ARTICLE V**

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

N/A

**ARTICLE VI**

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

SEE CONTINUATION SHEET

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

**LUNAR XTRACTS, INC.**

**ARTICLES OF ORGANIZATION**

**CONTINUATION SHEETS**

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

A. **LIMITATION OF DIRECTOR LIABILITY.** Except to the extent that Chapter 156D of the Massachusetts General Laws prohibits the elimination or limitation of liability of directors for breaches of fiduciary duty, no director of the corporation shall be personally liable to the corporation or its stockholders for monetary damages for any breach of fiduciary duty as a director, notwithstanding any provision of law imposing such liability. No amendment to or repeal of this provision shall apply to or have any effect on the liability or alleged liability of any director of the corporation for or with respect to any acts or omissions of such director occurring prior to such amendment.

B. **SHAREHOLDER VOTE REQUIRED TO APPROVE MATTERS ACTED ON BY SHAREHOLDERS.** The affirmative vote of a majority of all the shares in a 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 General Laws of Massachusetts.

C. **SHAREHOLDER ACTION WITHOUT A MEETING BY LESS THAN UNANIMOUS CONSENT.** Action required or permitted by Chapter 156D of the General Laws of Massachusetts to be taken at a stockholders' meeting may be taken without a meeting by shareholders having not less than the minimum number of votes necessary to take the action at a meeting at which all shareholders entitled to vote on the action are present and voting.

D. **AUTHORIZATION OF DIRECTORS TO MAKE, AMEND OR REPEAL BYLAWS.** The Board of Directors may make, amend or repeal the bylaws in whole or in part, except with respect to any provision thereof which by virtue of an express provision in Chapter 156D of the General Laws of Massachusetts, the Articles of Organization or the bylaws requires action by the stockholders.

E. **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 approved by the shareholders.

F. **INDEMNIFICATION.** The following indemnification provisions shall apply to the persons enumerated below.

1. **Right to Indemnification of Directors and Officers.** The Corporation shall indemnify and hold harmless, to the fullest extent permitted by applicable law as it presently exists or may hereafter be amended, any person (an "**Indemnified Person**") who was or is made or is threatened to be made a party or is otherwise involved in any action, suit or proceeding, whether civil, criminal,

administrative or investigative (a "**Proceeding**"), by reason of the fact that such person, or a person for whom such person is the legal representative, is or was a director or officer of the Corporation or, while a director or officer of the Corporation, is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation or of a partnership, joint venture, limited liability company, trust, enterprise or nonprofit entity, including service with respect to employee benefit plans, against all liability and loss suffered and expenses (including attorneys' fees) reasonably incurred by such Indemnified Person in such Proceeding. Notwithstanding the preceding sentence, except as otherwise provided in Section 3 of this Part F, the Corporation shall be required to indemnify an Indemnified Person in connection with a Proceeding (or part thereof) commenced by such Indemnified Person only if the commencement of such Proceeding (or part thereof) by the Indemnified Person was authorized in advance by the Board of Directors, or an authorized committee of the Board of Directors.

2. Prepayment of Expenses of Directors and Officers. To the extent permitted by law, the Corporation shall pay the expenses (including attorneys' fees) incurred by an Indemnified Person in defending any Proceeding in advance of its final disposition, provided, however, that, to the extent required by law, such payment of expenses in advance of the final disposition of the Proceeding shall be made only upon receipt of an undertaking by the Indemnified Person to repay all amounts advanced if it should be ultimately determined that the Indemnified Person is not entitled to be indemnified under this Part F or otherwise.

3. Claims by Directors and Officers. If a claim for indemnification or advancement of expenses under this Part F is not paid in full within 30 days after a written claim therefor by the Indemnified Person has been received by the Corporation, the Indemnified Person may file suit to recover the unpaid amount of such claim and, if successful in whole or in part, shall be entitled to be paid the expense of prosecuting such claim. In any such action the Corporation shall have the burden of proving that the Indemnified Person is not entitled to the requested indemnification or advancement of expenses under applicable law.

4. Indemnification of Employees and Agents. The Corporation may indemnify and advance expenses to any person who was or is made or is threatened to be made or is otherwise involved in any Proceeding by reason of the fact that such person, or a person for whom such person is the legal representative, is or was an employee or agent of the Corporation or, while an employee or agent of the Corporation, is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation or of a partnership, joint venture, limited liability company, trust, enterprise or nonprofit entity, including service with respect to employee benefit plans, against all liability and loss suffered and expenses (including attorney's fees) reasonably incurred by such person in connection with such Proceeding. The ultimate determination of entitlement to indemnification of persons who are non-director or officer employees or agents shall be made in such manner as is determined by the Board of Directors, or an authorized committee of the Board of Directors, in its sole discretion. Notwithstanding the foregoing sentence, the Corporation shall not be required to indemnify a person in connection with a Proceeding initiated by such person if the Proceeding was not authorized in advance by the Board of Directors, or an authorized committee of the Board of Directors.

5. Advancement of Expenses of Employees and Agents. The Corporation may pay the expenses (including attorney's fees) incurred by an employee or agent in defending any Proceeding in advance of its final disposition on such terms and conditions as may be determined by the Board of Directors, or an authorized committee of the Board of Directors.

6. Non-Exclusivity of Rights. The rights conferred on any person by this Part F shall not be exclusive of any other rights which such person may have or hereafter acquire under any common law, statute, provision of these Articles of Organization, by-laws, agreement, vote of stockholders or disinterested directors or otherwise.

7. Other Indemnification. The Corporation's obligation, if any, to indemnify any person who was or is serving at its request as a director, officer or employee of another corporation, partnership, limited liability company, joint venture, trust, organization or other enterprise shall be reduced by any amount such person may collect as indemnification from such other corporation, partnership, limited liability company, joint venture, trust, organization or other enterprise.

8. Insurance. The Board of Directors may, to the full extent permitted by applicable law as it presently exists, or may hereafter be amended from time to time, authorize the Corporation to purchase and maintain at the Corporation's expense insurance: (a) to indemnify the Corporation for any obligation which it incurs as a result of the indemnification of directors, officers and employees under the provisions of this Part F; and (b) to indemnify or insure directors, officers and employees against liability in instances in which they may not otherwise be indemnified by the Corporation under the provisions of this Part F.

**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:  
**One International Place, Suite 3700, Boston, MA 02110**
- b. The name of its initial registered agent at its registered office:  
**John F. Bradley, Esq.**
- c. The names and street 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 **Steven Brabant / 230 Cross Road, Dartmouth, MA 02747**

Treasurer **Steven Brabant / 230 Cross Road, Dartmouth, MA 02747**

Secretary **Steven Brabant / 230 Cross Road, Dartmouth, MA 02747**

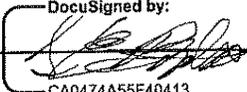
Director(s): **Steven Brabant / 230 Cross Road, Dartmouth, MA 02747**

- d. The fiscal year end of the corporation:  
**December 31**
- e. A brief description of the type of business in which the corporation intends to engage:  
**Apply for licenses from Cannabis Control Commission and all other appropriate government authorities**
- f. The street address of the principal office of the corporation:  
**230 Cross Road, Dartmouth, MA 02747**
- g. The street address where the records of the corporation required to be kept in the commonwealth are located is:

**230 Cross Road, Dartmouth, MA 02747**, 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 this 2 day of November, 2022 by the incorporator(s):

Signature:  CA0474A55F40413...

Name: Steven Brabant

Address: 230 Cross Road, Dartmouth, MA 02747

## LUNAR XTRACTS LLC

230 Cross Road  
Dartmouth, MA 02747

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November 2, 2022

Secretary of the Commonwealth  
Corporations Division  
One Ashburton Place, 17th floor  
Boston, MA 02108-1512

**RE: Lunar Xtracts**

Dear Sir or Madam:

I, the undersigned Manager and duly authorized person of Lunar Xtracts LLC, hereby consent to the use of the name Lunar Xtracts, Inc. to be filed with the Corporations Division.

Very Truly Yours,

**LUNAR XTRACTS LLC**

DocuSigned by:  
  
By: \_\_\_\_\_  
Name: Steven Brabant  
Its Manager

/jte

THE COMMONWEALTH OF MASSACHUSETTS

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

November 02, 2022 02:07 PM

A handwritten signature in black ink, reading "William Francis Galvin". The signature is written in a cursive style with a large, prominent initial "W".

WILLIAM FRANCIS GALVIN

*Secretary of the Commonwealth*



## CERTIFICATE OF GOOD STANDING AND/OR TAX COMPLIANCE



LUNAR XTRACTS INC  
230 CROSS RD  
DARTMOUTH MA 02747-1998

000076

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

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

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

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

### ***What if I have questions?***

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

### ***Visit us online!***

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

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

Edward W. Coyle, Jr., Chief  
Collections Bureau

## Lunar Xtracts, Inc.

### Plan for Obtaining Liability Insurance

Lunar Xtracts, Inc. (the “**Company**”) will work with an insurance broker licensed in the Commonwealth of Massachusetts to obtain insurance that meets or exceeds the requirements set forth in 935 CMR 500.105 (10).

Pursuant to 935 CMR 500.105(10) the Company shall 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, or such amount as otherwise approved by the Commission. The deductible for each policy shall be no higher than \$5,000 per occurrence.

Pursuant to 935 CMR 500.105(10)(b) if the Company is unable to obtain minimum liability insurance coverage as required by 935 CMR 500.105(10)(a) the Company will place in escrow (the “**Liability Insurance Escrow Account**”) a sum of no less than Two Hundred and Fifty Thousand and 00/100 (\$250,000.00) or such other amount approved by the Commission, to be expended for coverage of liabilities. If the Company is unable to obtain minimum liability insurance coverage as required by 935 CMR 500.105(10)(a) the Company will properly document such inability through written records that will be retained in accordance with the Company’s *Record Retention Policy* (incorporated herein by reference). If the Liability Insurance Escrow Account is used to cover such liabilities, it will be replenished within ten (10) business days of such expenditure.

The Company will submit reports documenting compliance with 935 CMR 500.105(10) in a manner and form determined by the Commission pursuant to 935 CMR 500.000: *Adult Use of Marijuana*.

This policy may also be referred to by the Company as the “**Liability Insurance Policy**”.

# **LUNAR XTRACTS, INC.**

*Marijuana Product Manufacturing Company*

## **Business Plan**

**November 2022**



## The Company

### Company Overview

Lunar Xtracts, Inc. (“**Lunar Xtracts**” or “**Lunar**”) is a company incorporated under the laws of the Commonwealth of Massachusetts and is located in Taunton, MA. Lunar Xtracts was incorporated in 2022. Lunar specializes in cannabis extraction and product manufacturing.

### Mission Statement

Lunar’s will extract and manufacture high quality and safe cannabis products for wholesale to approved retail stores and product manufacturers within the Commonwealth of Massachusetts. Lunar envisions being a diverse, inclusive, and community-oriented business providing Massachusetts recreational cannabis users with access to high quality cannabis products.

### Vision

Lunar’s owners, Steven Brabant foresees Lunar Xtracts as a facility that will serve as a model facility that operates in full compliance with the law, maintains the highest standards of professional operation and truly serves the needs of recreational cannabis users in our state.

## The Team

### Owner

#### Steven Brabant

Steve started his career in 1986 graduating Henkel's and McCoy Telecommunications Training school in Taunton MA. Steven currently serves as Vice President of Data Center Services and Operations for a Massachusetts based company. Steve specializes in design, implementation, operations, and maintenance of high efficiency, high uptime, and high security, critical facilities infrastructure. Steve is an active member of the Massachusetts recreational cannabis community.

### Lead Extraction Technician

#### Jeremy Patria

Jeremy currently serves as Lead Extraction Technician for an established licensed Massachusetts marijuana facility located in Worcester County MA. Jeremy is a multiple award-winning extraction specialist and marijuana consultant with 12 years of experience in solvent extract and cultivation techniques. Jeremy has mastered various techniques of cannabis extraction, refinement, formulation, testing, packaging, organic cultivation practices and grow room design. Jeremy's vast experience in the legal marijuana industry includes engineering & design of from scratch buildouts and launches of successful extraction & cultivation labs in the state of Massachusetts, including the drafting and documentation of all associated SOP's required to run the business on a day-to-day basis. He is extremely familiar with both state and federal marijuana regulations regarding production, cultivation, inventory control, tracking, testing requirements, safety and education.

## Overview of Personnel

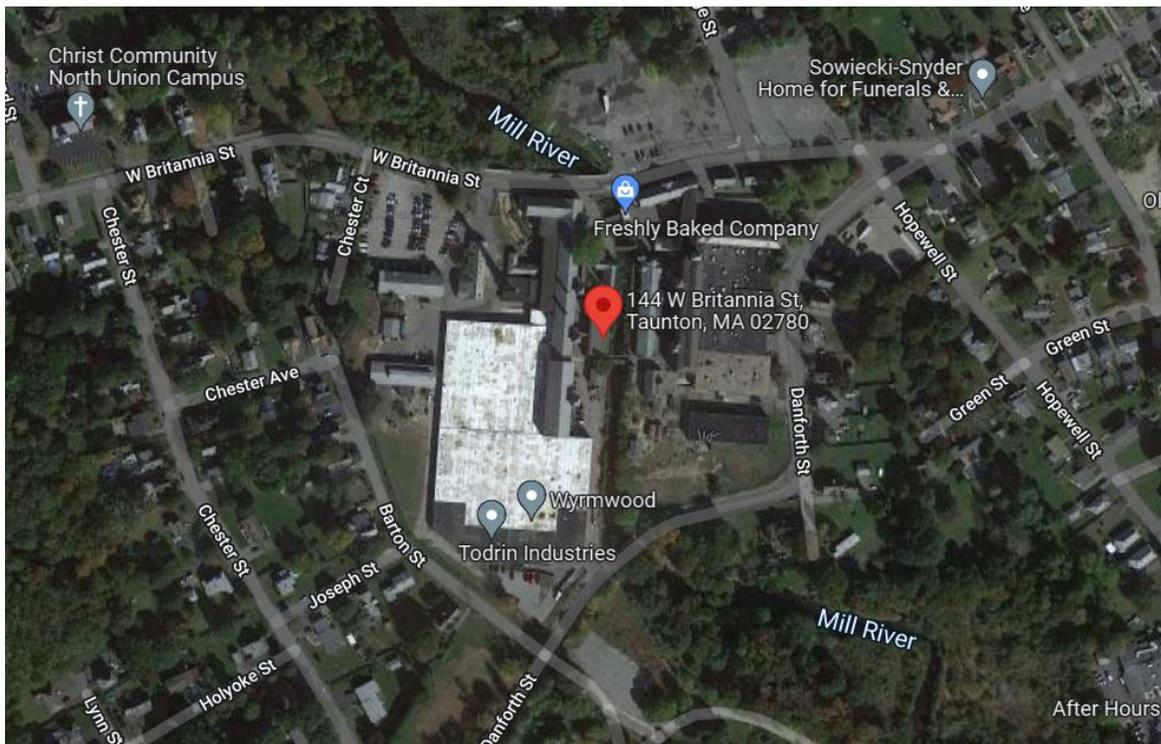
The President of the Lunar Xtracts, Steven Brabant, is responsible for maintaining and updating a staffing plan that will ensure Lunar Xtracts has the right quantity of staff with the current skill set and experience to ensure the success of all operations, subject to leadership and overall supervision from the Lunar Xtracts Board of Directors. New employees may not work on-site at the facility until they have received initial orientation training and any critical task-specific training. All staff, both employees and volunteers, must be 21 years of age or older and hold a marijuana establishment agent license and registration card issued by the Cannabis Control Commission.

Lunar Xtracts staff will include the following positions on Day 1 of Operations:

- President – Steven Brabant
- Operations – Jeremy Patria
- Extraction Specialists - Jeremy Patria
- Inventory - TBD
- Facilities Manager – Steven Brabant
- Consultants – A team of Legal, Security and Regulatory consultants

## Location

Lunar Xtracts will be located at 144 West Britannia Street, Taunton, Massachusetts 02780. The property is zoned industrial. Taunton requires marijuana businesses who are not dispensaries to operate in industrial zoned areas only. The Facility is more than 1,000 feet from any schools or parks, and within a factory that also houses other cannabis businesses. No retail stores are located on the property. Lunar Xtracts is renting approximately 4,123 square feet of space for its manufacturing processes, providing Lunar Xtracts with storage, vaults and processing rooms. Lunar's initial buildout will consume approximately 2,500 square feet with the intent to grow into the remaining 1,600 square feet. The property owner will allow us to design the spaces to meet our particular needs. The facility will be completely separate and separated from all other businesses located on the property with its own access and egress, and no other tenants will have access to the facility.



## **Compliance with Local Zoning**

The City of Taunton (the “City”), pursuant to Chapter 222 of the City’s Ordinance, amended its zoning code in September 2018, to allow for the product manufacturing of recreational marijuana for adult-use in the Industrial zoning district.

Lunar is proposing to develop and operate a Marijuana Establishment at 144 West Britannia Street. This site is in the Industrial zoning district, which permits the operation of a marijuana establishment, specifically a product manufacturing facility pursuant to Section 222.1 of the City’s Ordinance, subject to the granting of a License from the City of Taunton Municipal Council (the “**Council**”).

The Company has discussed its marijuana product manufacturing facility with City officials, including with the building department, police department and fire department, and has appeared before the Council to obtain a Host Community Agreement from the City. Moreover, the Company will appear back before the Council to obtain the aforementioned license once it has filed its application with the Commission.

The Company plans to continue to work with officials from the City to ensure the operations will have a positive impact on the community and will work diligently to obtain all necessary approvals and permitting.

## **Target Market**

Our target market consists of any establishment that has a license to sell or manufacturer marijuana products in the state of Massachusetts. Because we are a wholesale business, we will be selling products directly to distributors. In the cannabis industry most of the competitive dynamics center around the quality of cannabis cultivated, infused products produced and the services offered. Lunar Xtracts will always go above and beyond to deliver excellent product & client service. It is through top-notch products and client service that we can secure a fair share of the available market.

## **Competition & Competitive Advantage**

Because marijuana is still a growing industry in the state of Massachusetts, we expect our competition will continue to increase. We believe market demand for cannabis extract type products will remain dominant and continue to grow for several years.

- Extract market expected to remain dominant for several years with global cannabis extract market size expected to be valued at \$28.5 billion by 2027
- Concentrates are much more potent than flower in terms of THC percentage. Flower contains between 10-25 percent THC but concentrates typically fall around the 50-80 percent mark. Because of this, it takes a lot less concentrate than flower to achieve the desired effect.
- Extracts can be consumed in many other ways than just smoking, and a lot of these consumption methods are a lot more discreet than flower. Since extracts are refined to remove inactive plant material, they create a smooth and clean inhale when vaporized. Hash and cannabis oils are popular choices for vaporizing, dabbing, and smoking, while concentrates in shatter or wax form are primarily dabbled. For an especially discreet option edibles, tinctures and capsules are ingested orally.
- Award winning and well-known Massachusetts extraction specialists Jeremy Patria will lead our extraction operation. Jeremy has mastered various techniques of cannabis extraction, refinement, formulation, testing and packaging. We believe Jeremy's expertise and ability to produce top notch products will give us an advantage in the Massachusetts extract market.
- In tune to market and product trends by understanding most popular modes of cannabis consumption. We will produce a wide variety of extract products that will allow us to meet market trends and demand.

- Use of a thoughtful branding strategy. We intend to build a brand that reflects our company mission, vision and values. By using the right marketing and public relations campaigns we can influence how consumers perceive our brand. We intend to use marketing and branding practices that build trust and comfort with our customers. Understanding these are critical components of our business we intend to hire the right team of individuals to help in building a strong marketing strategy.

## **Sales & Marketing Strategy**

The most effective marketing & sales strategies for legal cannabis companies are direct marketing at industry conferences and other events, building communities around cannabis-related concerns such as health and wellness. The marketing and sales strategy of Lunar Xtracts will be based on generating long-term personalized relationships with distributors and retailers.

Marketing and advertising campaigns will include:

- Meeting with distributors and retailers
- E-mail Marketing
- Business events and conferences
- Business and industry associations
- Brand development
- Brochures
- Social media accounts
- Website development with search engine optimization
- Cannabis business directories and platforms

As a wholesale company, we will need to solicit feedback from dispensaries on our products. Because we will be a small company with low operating costs, we will have the flexibility to beat our competitors' prices if need be. Our plan is to be offered as a top shelf option for recreational consumers. Dispensaries should come to know our products as high quality.

Our product manufacture lines will be solely sold in the Commonwealth of Massachusetts Our prices will be consistent with current trends.

Lunar Xtracts shall ensure that all marketing is compliant with 935 CMR 500.105(4).

## Operations

Lunar will be operational 24 hours a day, 7 days a week, excluding legal holidays. As further referenced below and within Lunar’s Product Manufacturing and Methods Used to Produce Product policies and procedures.

All manufactured products from Lunar will be prepared, handled, and stored in compliance with the sanitation requirements in 105 MCR 590.000: State Sanitary Code Chapter X: Minimum Sanitation Standards for Food Establishments, 105 CMR 500.000: Good Manufacturing Practices for Food, and with the requirements for food handlers specified in 105 CMR 300.000: Reportable Diseases, Surveillance, and Isolation and Quarantine Requirements. Any marijuana product that is made to resemble a typical food or beverage product will be packaged and labelled in accordance with M.G.L. c. 94G, § 4(a½)(xxvi), 935 CMR 500.150(3), and 935 CMR 500.105(5) and (6).

Lunar will extract marijuana oils in the extraction room via the Supercritical CO2 extraction process rather than through alternative methods to help mitigate the risk of finished product containing trace amounts of heavy metals and other contaminants. The CO2 extraction process allows compounds to be extracted with low toxicity. It utilizes a high-pressure vessel containing marijuana trim or ground marijuana flower to separate the plant matter from the cannabinoids. The resulting extract will then be “winterized” and placed in ethanol, then heated and finally frozen to filter out the undesirable by-products. The ethanol solution will be warmed to approximately 120 degrees F, and it’s not frozen until all the solvent has evaporated. For proper winterization, the solution will be frozen for at least 24 hours at a minimum temperature of 32 degrees F. After this step, the alcohol solution will need to be filtered for removing the waxes. The extraction and refinement steps can be repeated several times, until a pure oil is obtained. Once the residual alcohol solution has been purged from the oil, the oil will be

homogenized and ready to be sent for laboratory testing and analysis before packaging the oil into cartridges to be used in vaporizers.

The refined and tested marijuana oil will also be used in the Company's edible products. The Company intends to produce the abovementioned products in compliance with 935 CMR 500.150(1) that are physically demarked in a way that enables a reasonable person to intuitively determine how much of the product constitutes a single serving of active THC. Each serving of any edible marijuana product produced by the Company will be easily separable in order to allow average persons 21 years of age or older to physically separate, with minimal effort, the individual servings of the product, and will be marked, stamped, or otherwise include an imprinted symbol or easily recognizable mark issued by the Commission that indicates the package contains marijuana product.

## **Production**

As a Marijuana Product Manufacturer Lunar Xtracts will be an entity authorized to obtain, manufacture, process, and package marijuana and marijuana products. Lunar Xtracts intends to locate and source marijuana biomass from licensed Massachusetts cultivation facilities to be processed into a variety of concentrate type products.

Our extraction equipment is capable of processing 10lbs of cannabis biomass per hour. Taking into consideration cleanup times between processing we assume the ability to process up to 50lbs of cannabis biomass per day, 5 days per week. Assuming an average yield of 30-40% we can produce up to 70,000 grams of miscellaneous concentrate types weekly.

We intends to produce all types, forms, shapes, colors and flavors of marijuana products including, but not limited to, the following:

- Edibles (including, but not limited to, dark and milk chocolate bars and the following flavored cube gummies and lozenges: pomegranate, watermelon, raspberry, blueberry, mango and tangerine);
- Topicals;
- Lotions;
- Salves;
- Oils;

## Lunar Xtracts LLC

- Sprays;
- Waxes;
- Shatter;
- Vape Oil;
- Tinctures;
- Keif; and
- Pre-Rolled Cannabis Joints.

## **Product Sales**

We plan to manufacture a variety of concentrate type products for sales to licensed retail stores and product manufacturers. Our concentrate products will be offered at wholesale prices. Lunar Xtracts will cold call licensed dispensaries and product manufacturers to schedule sale appointments with potential customers. Lunar Xtracts will also use the services of cannabis consultants to expand distribution lines. Attending Marijuana events will allow us to make contacts that could lead to sales, while providing samples of our products to garner interest.

## **Insurance**

Lunar Xtracts will obtain quotes from the local MA insurance companies. We will quote the price to purchase, at a minimum, general liability, directors & officers liability and products liability coverage for Lunar Xtracts in the amounts required in 935 CMR 500.105(10). More specifically, 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, with the deductible for each policy being no higher than \$5,000 per occurrence. Lunar Xtracts is prepared to purchase such coverage for the facility upon receiving a final license.

## **Banking**

Business Operating Account  
Needham Bank  
400 Mystic Ave  
Medford, MA 02155

## **Financing**

Start-up capital - \$133,738.90

Lunar Xtracts started the project towards licensing with \$133,738.90. A portion of the start-up capital has been consumed on legal fees and rent payments for the space located at 144 W. Britannia St, in Taunton MA. Upon receiving provisional license from the CCC, Lunar Xtracts will raise an additional \$250,000 used to fund development and begin operations. Additional fund raising will occur if necessary.

Lunar Xtracts Inc. is leasing the extraction equipment to be used in processing cannabis biomass for our products. The financing for equipment leasing has been approved through Tempus Financial Group Inc.

**Certification of Not Having Direct or Indirect Control Over the Licensee**

**For RFI-1 # MPN282247**

In response to the Cannabis Control Commission (the “CCC”) Additional Information Request dated December 12, 2022 (“RFI-1”), in connection with the Product Manufacturing establishment (the “Establishment”) license application # MPN282247 by Lunar Xtracts, Inc. (the “Licensee” or the “Applicant”), the undersigned, Steven Brabant (who owns 100% of Lunar Xtracts LLC, which is a holding company that owns 100% of the Applicant), hereby confirms and certifies to the CCC that:

1. Jeremy Patria has been asked by the Applicant to assist with the extraction and product manufacturing processes associated with the Establishment. He has also been asked to assist with the operations of certain aspects of the Applicant’s Establishment;
2. Jeremy Patria is not a Close Associate (as defined by the CCC) of the Applicant, because he does not hold relevant managerial, operational or financial interest in the business of the Applicant and is not able to exercise significant influence over the corporate governance of the Applicant;
3. Jeremy is not a Person or Entity Having Direct Control (as defined by the CCC) of the Applicant because, (a) he is not an Owner that possess a financial interest in the form of equity of 10% or greater in the Applicant; (b) he does not possess voting interest of 10% or greater in a Applicant or a right to veto significant events; (c) he is not a Close Associate; (d) he does not have the right of control or authority, through contract or otherwise including, but not limited to, *(i) to make decisions regarding operations and strategic planning, capital allocations, acquisitions and divestments, (ii) to appoint more than 50% of the directors or their equivalent; (iii) to appoint or remove Corporate-level officers or their equivalent; (iv) to make major marketing, production, and financial decisions; (v) to execute significant (in aggregate of \$10,000 or greater) or exclusive contracts; or (vi) to earn 10% or more of the profits or collect more than 10% of the dividends;* (e) he is not a Court Appointee or assignee pursuant to an agreement for a general assignment or Assignment for the Benefit of Creditors; and (f) he is not a Third-party Technology Platform Provider that possesses any financial interest in a Delivery Licensee including, but not limited to, a Delivery Agreement or other agreement for services.
4. Jeremy Patria is not a Person or Entity Having Indirect Control (as defined by the CCC) of the Applicant because he does not have indirect control over the operations of the Applicant. Moreover, he does not have Direct Control over an indirect holding or parent company of the Applicant, and he is neither the chief executive officer and executive director of those companies, nor a person in a position indirectly to control the decision-making of the Applicant.

Under penalties of perjury, I declare that I have examined this certification and to the best of my knowledge and belief it is true, correct and complete, and I further declare that I have authority to sign this document.

Dated as of December 14, 2022

By:

Name: Steven Brabant

A handwritten signature in blue ink, appearing to read 'S. Brabant', written over a horizontal line.

## **Lunar Xtracts, Inc.**

### **Separating Recreational from Medical Operations**

This policy is not applicable, currently, Lunar Xtracts, Inc. (the “**Company**”) is only applying for adult use Marijuana Product Manufacturer licenses at this location

This policy may also be referred to by the Company as the “**Policy for Separating Recreational from Medical Operations**”.

## Lunar Xtracts, Inc.

### Restricting Access to Age 21 and Older

Lunar Xtracts, Inc. (the “**Company**”) shall require that all Marijuana Establishment Agents, Visitors and Consumers of marijuana for adult use (each as defined in 935 CMR 500.002) are 21 years of age or older. The Company will positively identify individuals seeking access to the premises of the Marijuana Establishment, or to whom marijuana or marijuana products are being transported pursuant to 935 CMR 500.105(14) (if applicable) to limit access solely to individuals 21 years of age or older. The Company’s Marijuana Establishment is not open to the public.

Pursuant to 935 CMR 500.140, the Company shall immediately inspect an individual’s proof of identification and determine that the individual is 21 years of age or older upon entry to the Marijuana Establishment. The Company shall also inspect an individual’s proof of identification at the point of sale and determine that the individual is 21 years of age or older.

The identification shall contain a name, photograph, and date of birth, and shall be limited to one of the following:

1. A driver’s license;
2. A government issued-identification card;
3. A military identification card; or
4. A passport.

This policy may also be referred to by the Company as the “**Policy to Restrict Access to Persons Age 21 and Older**”.

## Lunar Xtracts, Inc.

### Quality Control and Testing for Contaminants

#### Testing of Marijuana

Lunar Xtracts, Inc. (the “**Company**”) shall not sell or otherwise market for adult use any marijuana product, including marijuana, that has not first been tested by an Independent Testing Laboratory, except as allowed under 935 CMR 500.000: *Adult Use of Marijuana*.

In accordance with 935 CMR 500.130(4) and 935 CMR 500.120(6) the Company shall provide documentation of compliance or lack thereof, as the case may be, with the testing requirements of 935 CMR 500.160, and standards established by the Commission for the conditions, including time and temperature controls, necessary to protect marijuana products against physical, chemical, and microbial contamination as well as against deterioration of finished products during storage and transportation (as applicable) for all marijuana and marijuana products sold, or otherwise transferred, to other Marijuana Establishments.

The Company shall engage an Independent Testing Laboratory to test its marijuana products in compliance with the protocol(s) established in accordance with M.G.L. 94G § 15 and in a form and manner determined by the Commission including, but not limited to, *Protocol for Sampling and Analysis of Finished Marijuana and Marijuana Products for Marijuana Establishments, Medical Marijuana Treatment Centers and Co-located Marijuana Operations*. Testing of the Company’s environmental media (e.g., soils, solid growing media, and water) shall be performed in compliance with the *Protocol for Sampling and Analysis of Environmental Media for Massachusetts Registered Medical Marijuana Dispensaries* published by the Commission.

The Company shall test for the cannabinoid profile and for contaminants as specified and required by the Commission, including but not limited to mold, mildew, heavy metals, plant-growth regulators, and the presence of pesticides not approved for use on marijuana by the Massachusetts Department of Agricultural Resources. In addition to these contaminant tests, final ready-to-sell Marijuana Vaporizer Products shall be screened for heavy metals and Vitamin E Acetate (VEA) in accordance with the relevant provisions of the *Protocol for Sampling and Analysis of Finished Marijuana and Marijuana Products for Marijuana Establishments, Medical Marijuana Treatment Centers and Co-located Marijuana Operations*.

The Company shall notify the Commission within seventy-two (72) hours of receipt in writing, of any laboratory testing results indicating that the marijuana or marijuana products contaminant levels are above acceptable limits established in the protocols identified in 935 CMR 500.160(1) that contamination cannot be remediated, and must be disposed of. The notification from the Company shall describe a proposed plan of action for both the destruction of the contaminated production batch within seventy-two (72) hours, and the assessment of the source of contamination and shall contain any information regarding contamination as specified by the Commission, or immediately upon request by the Commission. The Company shall ensure that notification comes from both the Marijuana Establishment and the Independent Testing Laboratory, separately and directly.

## Lunar Xtracts, Inc.

The Company shall maintain the results of all testing for no less than one year. Any marijuana or marijuana products with testing dates in excess of one year shall be deemed expired and may not be dispensed, sold, transferred or otherwise conveyed until retested.

All transportation of marijuana to and from Independent Testing Laboratories providing marijuana testing services shall comply with the Company's *Transportation Policy* and 935 CMR 500.105(13).

All excess marijuana shall be disposed of in compliance with the Company's *Waste Disposal Policy* and 935 CMR 500.105(12), either by the Independent Testing Laboratory returning excess marijuana to the source Marijuana Establishment for disposal or by the Independent Testing Laboratory disposing of it directly.

The seeds are not subject to these testing requirements. Clones are subject to these testing requirements, but are exempt from testing for metals.

Single-servings of Marijuana Products tested for potency in accordance with 935 CMR 500.150(4)(a) shall be subject to a potency variance of no greater than plus/minus ten percent (+/- 10%).

If the Company receives notice that the marijuana or marijuana products it has submitted for testing has failed any test for contaminants, it shall either: (1) re-analyze without remediation; (2) take steps remediate the identified contaminants; or (3) dispose of the marijuana or marijuana product and in any event, all actions shall comply with 935 CMR 500.160(13).

### Handling of Marijuana

The Company shall handle and process marijuana and marijuana products in a safe and sanitary manner. The Company shall implement the following policies:

- (a) The Company shall process the leaves and flowers of the female marijuana plant only, which shall be:
  1. Well cured and generally free of seeds and stems;
  2. Free of dirt, sand, debris, and other foreign matter;
  3. Free of contamination by mold, rot, other fungus, pests and bacterial diseases and satisfying the sanitation requirements in 105 CMR 500.000: *Good Manufacturing Practices for Food*, and if applicable, 105 CMR 590.000: *State Sanitary Code Chapter X: Minimum Sanitation Standards for Food Establishments*;
  4. Prepared and handled on food-grade stainless steel tables with no contact with the Company's marijuana establishment agents' bare hands; and
  5. Packaged in a secure area.

## Lunar Xtracts, Inc.

(b) The Company shall comply with the following sanitary requirements:

1. Any marijuana establishment agent whose job includes contact with marijuana or non-edible marijuana products, including cultivation, production, or packaging shall comply with the requirements for food handlers specified in 105 CMR 300.000: *Reportable Diseases, Surveillance, and Isolation and Quarantine Requirements*;
2. Any marijuana establishment agent working in direct contact with preparation of marijuana or non-edible marijuana products shall conform to sanitary practices while on duty, including:
  - i. Maintaining adequate personal cleanliness; and
  - ii. 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. The Company shall supply adequate and convenient hand-washing facilities furnished with running water at a suitable temperature. Hand-washing facilities shall be located in the Marijuana Establishment in production areas and where good sanitary practices require employees to wash and sanitize their hands, and shall provide effective hand-cleaning and sanitizing preparations and sanitary towel service or suitable drying devices;
4. The Company shall supply sufficient space for placement of equipment and storage of materials as is necessary for the maintenance of sanitary operations;
5. Litter and waste shall be properly removed, 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 shall be maintained in an adequate manner pursuant to 935 CMR 500.105(12);
6. Floors, walls, and ceilings shall be constructed in such a manner that they may be adequately kept clean and in good repair;
7. The Company shall ensure that there will be adequate safety lighting in all processing and storage areas, as well as areas where equipment or utensils are cleaned;
8. Buildings, fixtures, and other physical facilities shall be maintained in a sanitary condition;
9. All contact surfaces, including utensils and equipment, shall be maintained in a clean and sanitary condition. Such surfaces shall 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.

## Lunar Xtracts, Inc.

- Equipment and utensils shall be so designed and of such material and workmanship as to be adequately cleanable;
10. All toxic items shall be identified, held, and stored in a manner that protects against contamination of marijuana products. Toxic items shall not be stored in an area containing products used in the cultivation of marijuana. The Commission may require a Marijuana Establishment to demonstrate the intended and actual use of any toxic items found on the premises;
  11. The Company's water supply shall be sufficient for necessary operations. Any private water source shall be capable of providing a safe, potable, and adequate supply of water to meet the Marijuana Establishment's needs;
  12. Plumbing shall 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 shall properly convey sewage and liquid disposable waste from the Marijuana Establishment. There shall be no cross-connections between the potable and waste water lines;
  13. The Company shall provide its employees with adequate, readily accessible toilet facilities that are maintained in a sanitary condition and in good repair;
  14. Products that can support the rapid growth of undesirable microorganisms shall be held in a manner that prevents the growth of these microorganisms; and
  15. Storage and transportation of finished products shall be under conditions that will protect them against physical, chemical, and microbial contamination as well as against deterioration of finished products or their containers.
  16. All vehicles and transportation equipment used in the transportation of marijuana products or edibles requiring temperature control for safety shall 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).
- (c) The Company shall comply with sanitary requirements. All edible products shall be prepared, handled, and stored in compliance with the sanitation requirements in 105 CMR 590.000: *State Sanitary Code Chapter X: Minimum Sanitation Standards for Food Establishments*.

This policy may also be referred to by the Company as the “**Quality Control and Testing Policy**”.

## Lunar Xtracts, Inc.

### Personnel Policies Including Background Checks

Lunar Xtracts, Inc. (the “**Company**”) shall implement the following Personnel Policies and Background Check policies:

- (1) The Company shall require that all personnel strictly adhere to, and comply with, all aspects of the *Security Policy*, which policy shall be incorporated herein by reference, specifically employee security policies, including personal safety and crime prevention techniques;
- (2) The Company shall develop a staffing plan and staffing records in compliance with 935 CMR 500.105(9)(d);
- (3) The Company shall develop emergency procedures, including a disaster plan with procedures to be followed in case of fire or other emergencies;
- (4) It shall be a policy of the Company that the workplace shall be alcohol, smoke and drug-free;
- (5) The Company shall require that all personnel strictly adhere to, and comply with, all aspects of the *Record Retention* and *Financial Record Maintenance and Retention* policies, which policies shall be incorporated herein by reference, specifically regarding the maintenance of confidential information and other records required to be maintained confidentially;
- (6) The Company shall immediately dismiss any Marijuana Establishment agent who has:
  - a. Diverted marijuana, which shall be reported to law enforcement authorities and to the Commission;
  - b. Engaged in unsafe practices with regard to operation of the Marijuana Establishment, which shall be reported to the Commission; or
  - c. 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 Other Jurisdictions (as that term is defined in 935 CMR 500.002).
- (7) The Company shall make a list of all board members and Executives (as that term is defined in 935 CMR 500.002) of the Marijuana Establishment, and members of the licensee (if any), available upon request by any individual. The Company may make this list available on its website.
- (8) The Company shall develop policies and procedures for the handling of cash on Marijuana Establishment premises including but not limited to storage, collection frequency, and transport to financial institution(s), as set forth in its *Security Policy*.

Product Manufacturing Policies and Procedures for Lunar Xtracts, Inc.

## **Lunar Xtracts, Inc.**

- (9) The Company shall apply for registration for all of its board members, directors, employees, Executives (as that term is defined in 935 CMR 500.002), managers, and volunteers. All such individuals shall:
- a. be 21 years of age or older;
  - b. not have been convicted of an offense in the Commonwealth involving the distribution of controlled substances to minors, or a like violation of the laws of Other Jurisdictions (as that term is defined in 935 CMR 500.002); and
  - c. be determined suitable for registration consistent with the provisions of 935 CMR 500.800 and 935 CMR 500.801 or 935 CMR 500.802.
- (10) An application for registration of a marijuana establishment agent shall include:
- a. the full name, date of birth, and address of the individual;
  - b. all aliases used previously or currently in use by the individual, including maiden name, if any;
  - c. a copy of the applicant's driver's license, government-issued identification card, liquor purchase identification card issued pursuant to M.G.L. c. 138, § 34B, or other verifiable identity document acceptable to the Commission;
  - d. an attestation that the individual will not engage in the diversion of marijuana products;
  - e. written acknowledgment by the applicant of any limitations on his or her authorization to cultivate, harvest, prepare, package, possess, transport, and dispense marijuana in the Commonwealth;
  - f. background information, including, as applicable:
    1. a description and the relevant dates of any criminal action under the laws of the Commonwealth, or Other Jurisdiction (as that term is defined in 935 CMR 500.002), whether for a felony or misdemeanor and which resulted in conviction, or guilty plea, or plea of nolo contendere, or admission of sufficient facts;
    2. a description and the relevant dates of any civil or administrative action under the laws of the Commonwealth, or Other Jurisdiction (as that term is defined in 935 CMR 500.002) relating to any professional or occupational or fraudulent practices;

## Lunar Xtracts, Inc.

3. a description and relevant dates of any past or pending denial, suspension, or revocation of a license or registration, or the denial of a renewal of a license or registration, for any type of business or profession, by any federal, state, or local government, or any foreign jurisdiction;
  4. a description and relevant dates of any past discipline by, or a pending disciplinary action or unresolved complaint by, the Commonwealth, or Other Jurisdiction (as that term is defined in 935 CMR 500.002) with regard to any professional license or registration held by the applicant;
- (b) a nonrefundable application fee paid by the Marijuana Establishment with which the marijuana establishment agent will be associated; and
- (c) any other information required by the Commission.
- (11) An Executives (as that term is defined in 935 CMR 500.002) of the Company registered with the Department of Criminal Justice Information Systems (“DCJIS”) pursuant to 803 CMR 2.04: *iCORI Registration*, shall submit to the Commission a Criminal Offender Record Information (“CORI”) report and any other background check information required by the Commission for each individual for whom the Company seeks a marijuana establishment agent registration, obtained within 30 calendar days prior to submission.
- a. The CORI report obtained by the Company shall provide information authorized under Required Access Level 2 pursuant to 803 CMR 2.05(3)(a)2.
  - b. The Company’s collection, storage, dissemination and usage of any CORI report or background check information obtained for marijuana establishment agent registrations shall comply with 803 CMR 2.00: *Criminal Offender Record Information (CORI)*.
- (12) The Company shall notify the Commission no more than one (1) business day after a marijuana establishment agent ceases to be associated with the Company. The subject agent’s registration shall be immediately void when the agent is no longer associated with the Company.
- (13) The Company shall require that all agents renew their registration cards annually from the date of issue, subject to a determination by the Commission that the agent continues to be suitable for registration.
- (14) After obtaining a registration card for a marijuana establishment agent, the Company shall notify the Commission, in a form and manner determined by the Commission, as soon as possible, but in any event, within five (5) business days of any changes to the information that the Marijuana Establishment was previously required to submit to the Commission or after discovery that a registration card has been lost or stolen.

## **Lunar Xtracts, Inc.**

- (15) The Company's agents shall carry their registration card at all times while in possession of marijuana products, including at all times while at the Marijuana Establishment or while transporting marijuana products.
- (16) Should any of the Company's agents be affiliated with multiple Marijuana Establishments the Company shall ensure that such agents are registered as a marijuana establishment agent by each Marijuana Establishment and shall be issued a registration card for each establishment.
- (17) The Company shall maintain, and keep up to date, an employee handbook that employees will be given copies of at the start of their employment and will be required to attest that they have read and received the same, covering a wide range of topics, including but not limited to: (1) Employee benefits; (2) Vacation and sick time; (3) Work schedules; (4) Confidentiality standards; (5) Criminal background check standards (6) Security and limited access areas; (7) Employee identification and facility access; (8) Personal safety and crime prevention techniques; (9) Alcohol, drug, and smoke-free workplace; and (10) Grounds for discipline and termination. Each Employee shall be required to review the handbook and attest to their understanding and receipt of the same. The Company will review its employee handbook periodically and communicate any changes to its employees.

### **Personnel Record Keeping**

The Company shall maintain the following Personnel Records:

1. Job descriptions for each employee and volunteer position, as well as organizational charts consistent with the job descriptions;
2. A personnel record for each marijuana establishment agent. Such records shall be maintained for at least 12 months after termination of the individual's affiliation with the Marijuana Establishment and shall include, at a minimum, the following:
  - a. All materials submitted to the Commission pursuant to 935 CMR 500.030(2);
  - b. Documentation of verification of references;
  - c. The job description or employment contract that includes duties, authority, responsibilities, qualifications, and supervision
  - d. Documentation of all required training, including training regarding privacy and confidentiality requirements, and the signed statement of the individual indicating the date, time, and place he or she received said training and the topics discussed, including the name and title of presenters;
  - e. Documentation of periodic performance evaluations;

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## Lunar Xtracts, Inc.

- f. A record of any disciplinary action taken; and
  - g. Notice of completed responsible vendor and eight (8) hour related duty training.
3. A staffing plan that will demonstrate accessible business hours and safe cultivation conditions (as applicable);
  4. Personnel policies and procedures; and
  5. All background check reports obtained in accordance with M.G.L. c. 6 § 172, 935 CMR 500.029, 935 CMR 500.030, and 803 CMR 2.00: *Criminal Offender Record Information (CORI)*.

The Company's aforementioned Personnel Records shall be available for inspection by the Commission, on request. All records shall be maintained in accordance with generally accepted accounting principles.

Following closure of the Company's Marijuana Establishment, all records shall be kept for at least two (2) years at the Company's expense, in a form and location acceptable to the Commission.

### Staffing Plan

#### Executive Level:

- CEO;
- CFO;

#### Management Level:

- Production Manager

#### Staff Level

- Up to five (3) Staff Level Production Associates

#### Consultant Level

- Attorney / Compliance Officer;
- Human Resources Provider; and
- Security Consultants.

This policy may also be referred to by the Company as the “**Personnel and Background Check Policy**”.

## Lunar Xtracts, Inc.

### Record Keeping Procedures

Lunar Xtracts, Inc. (the “**Company**”) shall keep and maintain records of the Marijuana Establishment in accordance with generally accepted accounting principles. Such records shall be available for inspection by the Commission, upon request and shall include, but not be limited to, all records required in any section of 935 CMR 500.000: *Adult Use of Marijuana*, in addition to the following:

- (a) Written operating procedures as required by 935 CMR 500.105(1);
- (b) Inventory records as required by 935 CMR 500.105(8);
- (c) Seed-to-sale SOR electronic tracking system records for all marijuana products as required by 935 CMR 500.105(8)(e);
- (d) Personnel records as described in the Company’s *Personnel and Background Check Policy*, which policy shall be incorporated herein by reference, and as follows:
  - a. Job descriptions for each employee and volunteer position, as well as organizational charts consistent with the job descriptions;
  - b. A personnel record for each marijuana establishment agent. Such records shall be maintained for at least 12 months after termination of the individual’s affiliation with the Marijuana Establishment and shall include, at a minimum, the following:
    - i. All materials submitted to the Commission pursuant to 935 CMR 500.030(2);
    - ii. Documentation of verification of references;
    - iii. The job description or employment contract that includes duties, authority, responsibilities, qualifications, and supervision
    - iv. 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;
    - v. Documentation of periodic performance evaluations;
    - vi. A record of any disciplinary action taken; and
    - vii. Notice of completed responsible vendor training program and in-house training.

## Lunar Xtracts, Inc.

- c. A staffing plan that will demonstrate accessible business hours and safe cultivation conditions (as applicable);
  - d. Personnel policies and procedures, including at a minimum, the following: (a) code of ethics; (b) whistleblower policy; and (c) a policy which notifies persons with disabilities of their rights under <https://www.mass.gov/service-details/about-employment-rights> or a comparable link, and includes provisions prohibiting discrimination and providing reasonable accommodations; and
  - e. All background check reports obtained in accordance with M.G.L. c. 6 § 172, 935 CMR 500.029, 935 CMR 500.030, and 803 CMR 2.00: *Criminal Offender Record Information (CORI)*;
- (e) Business records as described in the Company's *Financial Record Maintenance and Retention Policy*, which shall include manual or computerized records of the following: (1) assets and liabilities; (2) monetary transactions; (3) books of accounts, which shall include journals, ledgers, and supporting documents, agreements, checks, invoices, and vouchers; (4) sales records including the quantity, form, and cost of marijuana products; and (5) salary and wages paid to each employee, or stipend, executive compensation, bonus, benefit, or item of value paid to any persons having direct or indirect control over the marijuana establishment, if any; and
- (f) Waste disposal records as required under 935 CMR 500.105(12), including but not limited to, a written or electronic record of the date, the type and quantity of marijuana, marijuana products or waste disposed or handled, the manner of disposal or other handling, the location of disposal or other handling, and the names of the two (2) Marijuana Establishment Agents present during the disposal or other handling, with their signatures. The Company shall keep these records for at least three (3) years. This period shall automatically be extended for the duration of any disciplinary action and may be extended by an order of the Commission.

All Confidential Information (as that term is defined in 935 CMR 500.002) shall be maintained confidentially including secured or protected storage (whether electronically or in hard copy), and accessible only to the minimum number of specifically authorized employees essential for efficient operation and retention of such records. In any event, the Company shall be authorized to disclose such confidential information as may be required by law.

Following closure of a Marijuana Establishment, the Company shall keep all records for at least two (2) years at the Company's expense and in a form and location acceptable to the Commission. It shall be a policy of the company that any and all records subject to any disciplinary action shall be retained for the duration of such action, or as otherwise extended by order of the Commission.

This policy may also be referred to by the Company as the "**Record Retention Policy**".

## Lunar Xtracts, Inc.

### Maintaining of Financial Records

Lunar Xtracts, Inc. (the “**Company**”) shall keep and maintain records of the Marijuana Establishment in accordance with generally accepted accounting principles. Such records shall be available for inspection by the Commission, upon request and shall include, but not be limited to, all financial records required in any section of 935 CMR 500.000: *Adult Use of Marijuana*, and business records, in accordance with 935 CMR 500.105(e), which shall include manual or computerized records of:

1. Assets and liabilities;
2. Monetary transactions;
3. Books of accounts, which shall include journals, ledgers, and supporting documents, agreements, checks, invoices, and vouchers;
4. Sales records including the quantity, form, and cost of marijuana products; and
5. Salary and wages paid to each employee, or stipend, executive compensation, bonus, benefit, or item of value paid to any persons having direct or indirect control over the marijuana establishment, if any.

Furthermore, consistent with the Company’s *Dispensing Policy*, the Company shall implement the following policies for Recording Sales

- (a) The Company shall utilize a point-of-sale (“**POS**”) system approved by the Commission, in consultation with the Massachusetts Department of Revenue (“**DOR**”).
- (b) The Company may also utilize a sales recording module approved by the DOR.
- (c) The Company shall not utilize any software or other methods to manipulate or alter sales data at any time or under any circumstances.
- (d) The Company shall conduct a monthly analysis of its equipment and sales data to determine that no software has been installed that could be utilized to manipulate or alter sales data and that no other methodology has been employed to manipulate or alter sales data. The Company shall maintain records that it has performed the monthly analysis and produce it upon request to the Commission. If the Company determines that software has been installed for the purpose of manipulation or alteration of sales data or other methods have been utilized to manipulate or alter sales data:
  - i. it shall immediately disclose the information to the Commission;
  - ii. it shall cooperate with the Commission in any investigation regarding manipulation or alteration of sales data; and

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## Lunar Xtracts, Inc.

- iii. take such other action directed by the Commission to comply with 935 CMR 500.105.
- (e) The Company shall comply with 830 CMR 62C.25.1: *Record Retention and DOR Directive 16-1* regarding recordkeeping requirements.
- (f) The Company shall adopt separate accounting practices at the POS for marijuana and marijuana product sales, and non-marijuana sales.
- (g) The Company shall allow the Commission and the DOR audit and examine the POS system used by a retailer in order to ensure compliance with Massachusetts tax laws and 935 CMR 500.000: *Adult Use of Marijuana*;

Following closure of a Marijuana Establishment, the Company shall keep all records for at least two years at the Company's expense and in a form and location acceptable to the Commission.

This policy may also be referred to by the Company as the “**Financial Record Maintenance and Retention Policy**”.

## Lunar Xtracts, Inc.

### Diversity Plan

Lunar Xtracts, Inc. (the “**Company**”) understands and appreciates the importance of diversity and as such is committed to actively working to ensure a diverse workplace is created in the Company.

It is a policy of the Company to promote equity among minorities, particularly people of color (Black, African American, Hispanic, Latinx and Indigenous people), Women, Veterans, Persons with disabilities, and L.G.B.T.Q.+ community, in the operation of the Marijuana Establishment. Therefore, to the extent permissible by law, the Company will make jobs available to these individuals.

To this end, the Company will deploy a plan for enhancing diversity and equity within the organization through a number of various outreach efforts. Specifically, as it relates to its own internal practices, the Company will implement the following policies in connection with its diversity plan:

#### Goals:

1. The Company endeavors to provide job opportunities to minorities, particularly people of color (Black, African American, Hispanic, Latinx and Indigenous people), Women, Veterans, Persons with disabilities, and L.G.B.T.Q.+ individuals. The Company shall seek parity in its work force based on the American Community Survey (ACS) 2010 U.S. Census. **Workforce availability statistics for the Total Civilian Labor Force in Massachusetts is as follows: Women 49.2% and Minorities 25.2%<sup>1</sup>.** Therefore, it is the Company’s goal to hire the following:
  - ii. 48.8% Women.
  - iii. 20.7% People of color (Black, African American, Hispanic, Latinx, and Indigenous people).
  - iv. 20% L.G.B.T.Q.+ individuals.
  - v. 12% Individuals with disabilities.
  - vi. 7% Veterans.
2. It shall be a goal of the Company to ensure that **one hundred percent (100%)** of its employees receive **training on diversity and sensitivity.**

#### Programs:

To the extent reasonably practicable, the Company shall implement the following programs:

- In an effort to ensure it has the opportunity to interview, and hire a diverse staff, once the Company is ready to further staff its facility, the Company will post **monthly notices** for **two**

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<sup>1</sup> <https://www.mass.gov/files/2017-08/census-2010-workforce-availability.pdf>

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(2) months during this hiring process in newspapers of general circulation such as the Taunton Daily Gazette and post a notice at the municipal offices in the City of Taunton for two(2) months during the hiring process. The aforementioned notices will state that the Company is specifically looking for people of color, particularly Black, African American, Hispanic, Latinx, and Indigenous people, women, veterans, persons with disabilities, or L.G.B.T.Q. +, to work for the Company.

- To strive for its goal to seek parity in its workforce, the Company shall form a diversity and equity committee to monitor the Company's progress towards meeting those goals. This committee will meet quarterly to review and assess the Company's hires and hiring practices. Meeting Minutes will be provided to the Commission on request and for the Company's annual license renewal application.
- The Company shall require that one hundred percent (100%) of its employees receive education on diversity, implicit biases and sensitivity within the first ninety (90) days of employment and once annually thereafter. The Company's educational programs on diversity, implicit biases and sensitivity shall include, but not be limited to: (1) Harassment, Diversity & Sensitivity Training; (2) Sexual Harassment Prevention & Awareness Training; (3) Discrimination Free Workplace; (4) Violence in the Workplace; (5) Harassment in the Workplace (for Management); (6) Diversity and Sensitivity in the Workplace (for Management); (7) Unconscious Bias Training; (8) Ethics; and (9) Drug and Alcohol-Free Workplace.

To the extent reasonably practicable and as allowed by law, the Company shall implement the following measurements:

- a. Pursuant to 935 CMR 500.103(4)(a) the Company's diversity and equality committee shall prepare an annual report identifying the Company's efforts to encourage diversity in the work place, in compliance with 935 CMR 500.101(1)(c)(8)(k) and this *Diversity Policy*. Specifically, said report shall identify the demographics of its employee population including but not limited to identifying the gender, race, sexual orientation and disabled status of its employees without identifying the employee specifically and to the extent each employee is willing to share such information.

Additionally, this report will include the following metrics:

- i. Number of individuals from the target demographic groups who were hired and retained after the issuance of a license;
- ii. Number of promotions for people falling into the target demographics since initial licensure and number of promotions offered;
- iii. Number of jobs created since initial licensure;
- iv. Number of job postings in publications with supporting documentation; and

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- v. Number and subject matter of internal trainings held on diversity, implicit biases and sensitivity and the number of employees in attendance.

The Company affirmatively states that: (1) it acknowledges and is aware, and 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; (2) any actions taken, or programs instituted, will not violate the Commission's regulations with respect to limitations on ownership or control or other applicable state laws and (3) the Company will be required to document progress or success of this plan, in its entirety, annually upon renewal of its provisional license.

This policy may also be referred to by the Company as the “**Diversity Plan**”.

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### Employee Qualifications and Training

Lunar Xtracts, Inc. (the “**Company**”) shall ensure that all marijuana establishment agents complete minimum training requirements prior to performing job functions.

Agents responsible for tracking and entering product into the Seed-to-sale SOR must receive training in a form and manner determined by the Commission.

Company Training Policies shall be as follows:

1. At a minimum, Company employees shall receive a total of eight (8) hours of training annually, which shall include a minimum of four (4) hours of Responsible Vendor Training (“**RVT**”) program courses established pursuant to 935 CMR 500.105(2)(b). Basic, on-the-job training, provided by the Company in the ordinary course of business, may be counted toward the eight (8) hour total training requirement.
2. Administrative employees that do not handle or sell marijuana are exempt from the four (4) hour RVT training requirement, but may take a RVT program as part of fulfilling the eight (8) hour training requirement.
3. Training shall be tailored to the roles and responsibilities of the job function of each employee.
4. RVT training may be conducted by the Company or by a third-party vendor
5. All agents that are involved in the handling and sale of marijuana for adult use at the time of licensure or renewal of licensure, as applicable, shall have attended and successfully completed a responsible vendor training program, which shall include the Basic Core Curriculum (as that term is defined in 935 CMR 500.000 *et. seq.*).
6. Once the Company is designated as a “responsible vendor” all new employees involved in the handling and sale of marijuana for adult use shall successfully complete the Basic Core Curriculum training program within ninety (90) days of hire.
7. It shall be a policy of the Company that after initial successful completion of a responsible vendor program, each owner, manager, and employee involved in the handling and sale of marijuana for adult use shall successfully complete the program once every year thereafter to maintain designation as a “responsible vendor.”
8. Administrative employees who do not handle or sell marijuana may take the responsible vendor training program on a voluntary basis.
9. The Company shall maintain records of compliance with all training requirements for four (4) years and make them available to inspection by the Commission and any other applicable licensing authority on request during normal business hours.

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The Company shall ensure that the Basic Core Curriculum program offered to its employees includes the following:

- (a) Marijuana's effect on the human body, including:
  - a. Scientifically based evidence on the physical and mental health effects based on the type of marijuana product;
  - b. The amount of time to feel impairment;
  - c. Visible signs of impairment; and
  - d. Recognizing the signs of impairment.
- (b) Diversion prevention and prevention of sales to minors, including best practices;
- (c) Compliance with all tracking requirements; and
- (d) Acceptable forms of identification. Training shall include:
  - a. How to check identification;
  - b. Spotting and confiscating fraudulent identification;
  - c. Patient registration cards currently and validly issued by the Commission;
  - d. Common mistakes made in verification; and
  - e. Prohibited purchases and practices, including purchases by persons under the age of 21 in violation of M.G.L. c. 94G.
- (e) Other key state laws and rules affecting owners, managers, and employees, which shall include:
  - a. Conduct of marijuana establishment agents;
  - b. Permitting inspections by state and local licensing and enforcement authorities;
  - c. Local and state licensing and enforcement;
  - d. Incident and notification requirements;
  - e. Administrative, civil, and criminal liability;
  - f. Health and safety standards, including waste disposal

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- g. Patrons prohibited from bringing marijuana and marijuana products onto licensed premises;
- h. Permitted hours of sale;
- i. Licensee responsibilities for activities occurring within licensed premises;
- j. Maintenance of records, including confidentiality and privacy; and
- k. Any other areas of training determined by the Commission to be included in a responsible vendor training program.

The Company shall also ensure that all of its board members, directors, employees, Executives (as that term is defined in 935 CMR 500.002), managers, and volunteers shall:

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

This policy may also be referred to by the Company as the “**Employee Qualification and Training Policy**”.

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### Energy Compliance Plan

Lunar Xtracts, Inc. (the “**Company**”) shall 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*. The Company will 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 Executive Office of Energy and Environmental Affairs (the “EOEEA”) to reduce energy and water usage, engage in energy conservation and mitigate other environmental impacts, including but not limited to:

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

The Company shall provide energy and water usage reporting to the Commission in a form determined by the Commission, including but not limited to, guidance documents for Best Management Practices for Water Use approved by the Commission on April 4, 2019. The Company shall submit, in connection with its license renewal application, a report of its cultivation energy and water usage over the twelve (12) month period prior to renewing its licensure. If minimum standards or best management practices are not established by the time of an application for initial licensure, the Company will satisfy such standards or best management practices as a condition of license renewal, in addition to any terms and conditions of any environmental permit regulating the licensed activity.

Additionally, the Company shall, at a minimum, be subject to the following energy efficiency and equipment standards:

- (a) The building envelope for the Facility shall meet minimum Massachusetts Building Code requirements and all Massachusetts amendments (780 CMR: *State Building Code*), International Energy Conservation Code (IECC) Section C402 or The American Society of Heating, Refrigerating and Air-conditioning Engineers (ASHRAE) Chapters 5.4 and 5.5 as applied or incorporated by reference in 780 CMR: *State Building Code*, except that because this facility will be built using an existing building, the Company may demonstrate

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compliance by showing that the envelope insulation complies with code minimum standards for Type Factory Industrial F-1, as may be further defined by guidance issued by the Commission.

- (b) If the Company is unable to generate 80% of its total annual on-site energy use for all fuels (expressed on a MWh basis) from onsite or renewable generating sources, renewable thermal generation, as provided in M.G.L. c. 25A § 11F and 11F½, then it shall ensure that its Horticulture Lighting Power Density does not exceed 35 watts per square foot.
- (c) The Company shall provide third-party safety certification by an OSHA NRTL or SCC-recognized body, which shall certify that products meet a set of safety requirements and standards deemed applicable to horticultural lighting products by that safety organization as well as certification from a licensed Massachusetts Mechanical Engineer that the HVAC and dehumidification systems meet Massachusetts building code as specified in this 935 CMR 501.120(12)(c) and that such systems have been evaluated and sized for the anticipated loads of the facility (as applicable).
- (d) If the Company is unable to generate 80% of its the total annual on-site energy use for all fuels (expressed on a MWh basis) from an onsite clean or renewable generating source, renewable thermal generation, as provided in M.G.L. c. 25A § 11F and 11F½, the Heating Ventilation and Air Condition (HVAC) and dehumidification systems shall 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*).
- (e) Employees and visitors shall be required to wear eye protection near operating horticultural lighting equipment.
- (f) Prior to final licensure, the Company shall demonstrate compliance with 935 CMR 500.120(11) and 935 CMR 500.105(15) by submitting an energy compliance letter prepared by a licensed Massachusetts Professional Engineer, Registered Architect or a Certified Energy Auditor or Manager (as certified by the Association of Energy Engineers) with supporting documentation, together with submission of building plans pursuant to 935 CMR 500.103.

This policy may also be referred to by the Company as the “**Energy Compliance Policy**”.

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### Safety Plan

Lunar Xtracts, Inc. (the “**Company**”) is committed to providing a safe workplace for its employees and promoting workplace safety policies and procedures consistent with the standards set forth under the Occupational Safety and Health Act of 1970, 29 U.S.C. § 651, et seq., including the general duty clause under 29 U.S.C. § 654 (“**OSHA**”). The Company shall:

(a) shall furnish to each of its employees, employment, and a place of employment, free from recognized hazards that are causing, or are likely to cause, death or serious physical harm;

(b) in compliance with occupational safety and health standards promulgated under OSHA.

The Company expects that each of its employees will comply with occupational safety and health standards and all rules, regulations, and orders issued pursuant to 29 U.S.C. § 651, et seq., which are applicable to the employee's own actions and conduct.

All current and updated regulations and references at 29 CFR Parts 1903, 1904, 1910, 1915, 1917, 1918, 1926, 1928, and 1977 are incorporated by reference, and applicable to all places of employment covered by 935 CMR 500.000: *Adult Use of Marijuana*.

Furthermore, the Company intends to comply with the following safety procedures in connection with the manufacturing and production of marijuana products:

All manufactured products from the Company will be prepared, handled, and stored in compliance with the sanitation requirements in 105 MCR 590.000: *State Sanitary Code Chapter X: Minimum Sanitation Standards for Food Establishments*, 105 CMR 500.000: *Good Manufacturing Practices for Food*, and with the requirements for food handlers specified in 105 CMR 300.000: *Reportable Diseases, Surveillance, and Isolation and Quarantine Requirements*. Any marijuana product that is made to resemble a typical food or beverage product will be packaged and labelled in accordance with M.G.L. c. 94G, § 4(a½)(xxvi), 935 CMR 500.150(3), and 935 CMR 500.105(5) and (6).

The Company will extract marijuana oils in the extraction room via the Supercritical CO<sub>2</sub> extraction process rather than through alternative methods to help mitigate the risk of finished product containing trace amounts of heavy metals and other contaminants. The CO<sub>2</sub> extraction process allows compounds to be extracted with low toxicity. It utilizes a high-pressure vessel containing marijuana trim or ground marijuana flower to separate the plant matter from the cannabinoids. The resulting extract will then be “winterized” and placed in ethanol, then heated and finally frozen to filter out the undesirable by-products. The ethanol solution will be warmed to approximately 120 degrees F, and it’s not frozen until all the solvent has evaporated. For proper winterization, the solution will be frozen for at least 24 hours at a minimum temperature of 32 degrees F. After this step, the alcohol solution will need to be filtered for removing the waxes. The extraction and refinement steps can be repeated several times, until a pure oil is obtained. Once the residual alcohol solution has been purged from the oil, the oil will be homogenized and ready to be sent for laboratory testing and analysis before packaging the oil into cartridges to be used in vaporizers.

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The refined and tested marijuana oil will also be used in the Company's edible products. The Company intends to produce the abovementioned products in compliance with 935 CMR 500.150(1) that are physically demarked in a way that enables a reasonable person to intuitively determine how much of the product constitutes a single serving of active THC. Each serving of any edible marijuana product produced by the Company will be easily separable in order to allow average persons 21 years of age or older to physically separate, with minimal effort, the individual servings of the product, and will be marked, stamped, or otherwise include an imprinted symbol or easily recognizable mark issued by the Commission that indicates the package contains marijuana product.

The Company shall 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*. The Company will 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 Executive Office of Energy and Environmental Affairs (the "EOEEA") to reduce energy and water usage, engage in energy conservation and mitigate other environmental impacts, including but not limited to:

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

If minimum standards or best management practices are not established by the time of an application for initial licensure, the Company will satisfy such standards or best management practices as a condition of license renewal, in addition to any terms and conditions of any environmental permit regulating the licensed activity.

In accordance with 935 CMR 500.130(4) the Company shall provide documentation of compliance or lack thereof, as the case may be, with the testing requirements of 935 CMR 500.160 and standards established by the Commission for the conditions, including time and temperature controls, necessary to protect marijuana products against physical, chemical, and microbial contamination as well as against deterioration of finished products during storage and

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transportation, for all marijuana and marijuana products sold, or otherwise transferred, to other Marijuana Establishments.

The Company shall retain all records of purchases from any manufacturer or supplier of any ingredient, additive, device, component part or other materials obtained by the Company in relation to the manufacturing of Marijuana Vaporizer Devices (as that term is defined in 935 CMR 500.000 *et. seq.*) and such records shall be made available to the Commission on request.

The Company shall maintain records of the name and business address of the manufacturer of any cartridge, battery, atomizer coil, hardware or other component of Marijuana Vaporizer Products manufactured by the Licensee. Further, the Company shall, on request by the Commission, identify the materials used in the device's atomizer coil (e.g., titanium, titanium alloy, quartz, copper, nichrome, kanthal, or other specified material) or state if such information cannot be reasonably ascertained.

A copy of the Certificate of Analysis for each thickening agent, thinning agent or terpene infused or incorporated into a Marijuana Vaporizer Device during production shall be retained by a Product Manufacturer and provided as a part of a wholesale transaction with any Marijuana Retailer, MTC or Delivery Operator.

In addition to the policies included herein, the Company also incorporates herein by reference its *Security Policy, Storage Policy, Transportation of Marijuana Policy, Inventory Policy, Energy Compliance Policy, Quality Control and Testing Policy* and *Record Retention Policy* as evidence of policies for identifying, recording, and reporting diversion, theft, or loss; for correcting all errors and inaccuracies in inventories; for handling all voluntary or mandatory recalls due to any action initiated at the request or order of the Commission, and/or any voluntary action taken by the Company to remove defective or potentially defective marijuana products from the market, as well as any action undertaken to promote public health and safety; for ensuring that any outdated, damaged, deteriorated, mislabeled, or contaminated marijuana are segregated from other marijuana and destroyed; for transportation; for the reduction of energy in water usage and energy conservation practices and mitigation of environmental impacts; for the transfer, acquisition, or sale of marijuana between Marijuana Establishments; and compliance with the standards set forth in the *Massachusetts Comprehensive Fire Code*. .

The Company shall maintain a product catalogue identifying all types of marijuana products actively manufactured at the facility. The catalogue shall include a description of the product, photograph or illustration, packaging design, and dosage amounts, including expected cannabinoid profile. Such product catalogue shall be provided to the Commission prior to receiving a certificate to commence operations, and shall include the following:

- (1) Marijuana product type;
- (2) Marijuana product brand name;
- (3) List of direct ingredients;

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- (4) List of indirect ingredients;
- (5) Serving size, including a description of what constitutes a serving size for a product that is not already a single serving;
- (6) Potency;
- (7) A photograph of the finished marijuana product, against a white background outside of, but next to, the marijuana product's packaging, including any external or internal packaging, provided however that where single servings of a multi-serving product are unable to be easily identified because of its form, a description of what constitutes a single serving shall be provided (e.g. a single serving is a 1" x 1" square), and where an edible marijuana product cannot be stamped, for example, due to size or a coating, the photograph of the edible marijuana product against a white background outside of, but next to, its external and internal packaging, such as the wrapper, and labeling information for the edible marijuana product;
- (8) A photograph of the marijuana product, against a white background, inside the packaging; and
- (9) A list of marijuana products to be sold based on anticipated or executed agreements between the Company and marijuana retailer(s) or delivery operator(s).

Photographs shall be submitted in a form and manner determined by the Commission.

The Company shall provide the information required under 935 CMR 500.130(6)(a) for each marijuana product that it produces prior to the product being made available for sale through a licensed marijuana retailer; MTC or delivery operator and shall update the information whenever a substantial change to the product information occurs. Substantial changes, including changes to information listed in 935 CMR 500.130(6)(a)1-9., shall be submitted to the Commission prior to the transfer of the marijuana product.

The Company shall ensure that any use of extraction equipment is in compliance with the standards set forth in 527 CMR 1.00: *the Massachusetts Comprehensive Fire Code*.

The Company shall identify the method of extraction (e.g., Butane, Propane, CO2) on a physical posting at all entrances of the facility. The posting shall be a minimum of 12" x 12" and identify the method of extraction in lettering no smaller than one inch in height. The Company shall post a copy of a permit to keep, store, handle or otherwise use flammable and combustible at each place of operation within the facility.