Massachusetts Cannabis Control Commission

Marijuana Retailer

General Information:

License Number: MR285075

Original Issued Date: 11/26/2024

Issued Date: 11/26/2024

Expiration Date: 03/26/2026

ABOUT THE MARIJUANA ESTABLISHMENT

Business Legal Name: Altai Alternative Care, Inc.

Phone Number: 879-600-6674 **Email Address:** matt.altaialternativecare@gmail.com

Business Address 1: 267 Amherst Road **Business Address 2:** Suite 2

Business City: Sunderland **Business State:** MA **Business Zip Code:** 01375

Mailing Address 1: 17 King Terrace **Mailing Address 2:**

Mailing City: Beverly **Mailing State:** MA **Mailing Zip Code:** 01915

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: 51 **Percentage Of Control:** 51

Role: Owner / Partner **Other Role:**

First Name: Matthew **Last Name:** Townsend **Suffix:**

Gender: Male **User Defined Gender:**

What is this person's race or ethnicity?: White (German, Irish, English, Italian, Polish, French)

Specify Race or Ethnicity:

Person with Direct or Indirect Authority 2

Percentage Of Ownership: 49 **Percentage Of Control:** 49

Role: Owner / Partner **Other Role:**

First Name: John **Last Name:** Townsend **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

No records found

CLOSE ASSOCIATES AND MEMBERS

No records found

CAPITAL RESOURCES - INDIVIDUALS

Individual Contributing Capital 1

First Name: Matthew **Last Name:** Townsend **Suffix:**

Types of Capital: Monetary/Equity **Other Type of Capital:** **Total Value of the Capital Provided:** $10000 **Percentage of Initial Capital:** 100

Capital Attestation: Yes

CAPITAL RESOURCES - ENTITIES

No records found

BUSINESS INTERESTS IN OTHER STATES OR COUNTRIES

No records found

DISCLOSURE OF INDIVIDUAL INTERESTS

No records found

MARIJUANA ESTABLISHMENT PROPERTY DETAILS

Establishment Address 1: 267 Amherst Road

Establishment Address 2: Suite 2

Establishment City: Sunderland **Establishment Zip Code:** 01375

Approximate square footage of the establishment: 2300 **How many abutters does this property have?:** 11

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

HOST COMMUNITY INFORMATION

Host Community Documentation:

Document Category	Document Name	Type	ID	Upload Date
Community Outreach Meeting Documentation	COM Legal Proof.pdf	pdf	65fb118fc61a500008a16c7e	03/20/2024
Community Outreach Meeting Documentation	TOWNSEND SUNDERLAND - Community Outreach Meeting - Notice 1.11.24.pdf	pdf	65fb11eec61a500008a16cf8	03/20/2024

Community Outreach Meeting Documentation	COM Attestation Form 3.20.24 SIGNED.pdf	pdf	65fb189ec61a500008a17c2d	03/20/2024
Community Outreach Meeting Documentation	267 Amherst Abutters_Redacted.pdf	pdf	66df62aecfa6590008dc115e	09/09/2024
Executed HCA	Altai Alternative Care HCA with Amendment 9.11.24.pdf	pdf	66e315bd94e8b8000861f985	09/12/2024
Plan to Remain Compliant with Local Zoning	Plan to Remain Compliant with Local Zoning 9.10.24.pdf	pdf	66e318c1cfa6590008e01511	09/12/2024

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.: $

POSITIVE IMPACT PLAN

Positive Impact Plan:

Document Category	Document Name	Type	ID	Upload Date
Plan for Positive Impact	Altai Positive Impact Plan 9.10.24.pdf	pdf	66e31910cfa6590008e0162c	09/12/2024

ADDITIONAL INFORMATION NOTIFICATION

Notification:

INDIVIDUAL BACKGROUND INFORMATION

Individual Background Information 1

Role: Owner / Partner **Other Role:**

First Name: Matthew **Last Name:** Townsend **Suffix:**

RMD Association: Not associated with an RMD

Background Question: no

Individual Background Information 2

Role: Owner / Partner **Other Role:**

First Name: John **Last Name:** Townsend **Suffix:**

RMD Association: Not associated with an RMD

Background Question: no

ENTITY BACKGROUND CHECK INFORMATION

No records found

MASSACHUSETTS BUSINESS REGISTRATION

Required Business Documentation:

Document Category	Document Name	Type	ID	Upload Date
DUA attestation if no employees	Altai Department of Unemployment Assistance Waiver SIGNED.pdf	pdf	65fb17f8c61a500008a17a63	03/20/2024
Articles of Organization	Conversion Consent Vote LLC signed (05089145xA166B)[43].pdf	pdf	66351151f707fa0008fb2a7d	05/03/2024
Articles of Organization	Filed Articles of Conversion (05080801xA166B)[60].pdf	pdf	6635115379104200087b4a11	05/03/2024

Bylaws	Bylaws signed (05089158xA166B)[78].pdf	pdf	6635115679104200087b4a30	05/03/2024
Secretary of Commonwealth - Certificate of Good Standing	Altai - Letter of Good Standing SOC 8.14.24.pdf	pdf	66bf5559d94c2400088e835a	08/16/2024
Department of Revenue - Certificate of Good standing	Altai - Letter of Good Standing DOR 8.14.24.pdf	pdf	66bf556bd94c2400088e8406	08/16/2024

No documents uploaded

Massachusetts Business Identification Number: 001741644

Doing-Business-As Name: Altai

DBA Registration City:

BUSINESS PLAN

Business Plan Documentation:

Document Category	Document Name	Type	ID	Upload Date
Plan for Liability Insurance	Altai Plan for Obtaining Liability Insurance.pdf	pdf	65f466e55e87790008737dfa	03/15/2024
Business Plan	Altai Alternative care Business plan 8.16.pdf	pdf	66bf5d2fdc631200097ec9af	08/16/2024
Proposed Timeline	Altai Alternative Care Timeline 9.9.24.pdf	pdf	66e31c28cfa6590008e01e2b	09/12/2024

OPERATING POLICIES AND PROCEDURES

Policies and Procedures Documentation:

Document Category	Document Name	Type	ID	Upload Date
Qualifications and training	Altai Employee Qualifications and Training.pdf	pdf	65f467235e87790008737e69	03/15/2024
Energy Compliance Plan	Altai Energy Compliance Plan.pdf	pdf	65f46725c61a5000089cac6c	03/15/2024
Inventory procedures	Altai Inventory Procedures.pdf	pdf	65f4672a5e87790008737e7d	03/15/2024
Maintaining of financial records	Altai Maintaining of Financial Records.pdf	pdf	65f4672b5e87790008737e91	03/15/2024
Personnel policies including background checks	Altai Personnel Policies Including Background Checks.pdf	pdf	65f4672f5e87790008737ea5	03/15/2024
Plan for obtaining marijuana or marijuana products	Altai Plan for Obtaining Marijuana or Marijuana Products.pdf	pdf	65f4674dc61a5000089cac9f	03/15/2024
Prevention of diversion	Altai Prevention of Diversion.pdf	pdf	65f4674f5e87790008737ebc	03/15/2024
Quality control and testing	Altai Quality Control and Testing for Contaminants.pdf	pdf	65f46751c61a5000089cacb3	03/15/2024
Record Keeping procedures	Altai Record Keeping Procedures.pdf	pdf	65f467535e87790008737ed0	03/15/2024
Restricting Access to age 21 and older	Altai Restricting Access to Age 21 and Older.pdf	pdf	65f46754c61a5000089cacc7	03/15/2024
Dispensing procedures	Altai Retail Dispensing Procedures.pdf	pdf	65f4678ec61a5000089cace5	03/15/2024
Storage of marijuana	Altai Storage of Marijuana .pdf	pdf	65f46790c61a5000089cacf9	03/15/2024
Transportation of marijuana	Altai Transportation of Marijuana .pdf	pdf	65f467915e87790008737efd	03/15/2024
Diversity plan	Altai Diversity Plan 2.24.pdf	pdf	65f4679e5e87790008737f11	03/15/2024
Security plan	Altai Security Plan.pdf	pdf	65f46affc61a5000089cb2d2	03/15/2024

MARIJUANA RETAILER SPECIFIC REQUIREMENTS

No documents uploaded

No documents uploaded

ATTESTATIONS

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

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

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

Notification:

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

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

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

ADDITIONAL INFORMATION NOTIFICATION

Notification:

COMPLIANCE WITH POSITIVE IMPACT PLAN - PRE FEBRUARY 27, 2024

No records found

COMPLIANCE WITH DIVERSITY PLAN

No records found

HOURS OF OPERATION

Monday From: 8:00 AM	**Monday To:** 10:00 PM
Tuesday From: 8:00 AM	**Tuesday To:** 10:00 PM
Wednesday From: 8:00 AM	**Wednesday To:** 10:00 PM
Thursday From: 8:00 AM	**Thursday To:** 10:00 PM
Friday From: 8:00 AM	**Friday To:** 10:00 PM
Saturday From: 8:00 AM	**Saturday To:** 10:00 PM
Sunday From: 8:00 AM	**Sunday To:** 10:00 PM

NOTICE OF COMMUNITY OUTREACH MEETING

Please join Altai Alternative Care Inc. for a Community Outreach Meeting as we share our plans for a proposed Marijuana Establishment. The proposed Adult-Use Marijuana Retailer is anticipated to be located at 267 Amherst Rd, Suite 2, Sunderland, MA 01375.

In this meeting, we will discuss security, diversion prevention, community involvement and planning, and general operating information for the proposed facility. There will be an opportunity for the public to ask questions.

WHO: ALTAI ALTERNATIVE CARE INC.

WHAT: COMMUNITY OUTREACH MEETING TO DISCUSS A PROPOSED ADULT-USE MARIJUANA RETAIL ESTABLISHMENT

WHEN: TUESDAY, MARCH 19, 2024 AT 6:30PM

WHERE: SUNDERLAND PUBLIC LIBRARY COMMUNITY ROOM
20 SCHOOL ST
SUNDERLAND, MA 01375

March 4

4433168

NOTICE OF COMMUNITY OUTREACH MEETING

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SUNDERLAND, MA 01375

Cannabis Control Commission
COMMONWEALTH OF MASSACHUSETTS

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): 3/19/2024

2. At least one (1) meeting was held within the municipality where the ME is proposed to be located.

3. At least one (1) meeting was held after normal business hours (this requirement can be satisfied along with requirement #2 if the meeting was held within the municipality and after normal business hours).

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

    a. Date of publication: 3/4/24

    b. Name of publication: Greenfield Recorder

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

    a. Date notice filed: 3/11/24

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

    a. Date notice(s) mailed: 3/11/24

7. The applicant presented information at the Community Outreach Meeting, which at a minimum included the following:
    a. The type(s) of ME or MTC to be located at the proposed address;
    b. Information adequate to demonstrate that the location will be maintained securely;
    c. Steps to be taken by the ME or MTC to prevent diversion to minors;
    d. A plan by the ME or MTC to positively impact the community; and
    e. Information adequate to demonstrate that the location will not constitute a nuisance as defined by law.

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

Name of applicant:

Altai Alternative Care, Inc.

Name of applicant's authorized representative:

Matthew Townsend

Signature of applicant's authorized representative:

ATTACHMENT A

NOTICE OF COMMUNITY OUTREACH MEETING

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20 SCHOOL ST
SUNDERLAND, MA 01375

March 4

4433168

ATTACHMENT B & C
NOTICE TO CLERK AND TO ABUTTERS

NOTICE OF COMMUNITY OUTREACH MEETING

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WHEN: TUESDAY, MARCH 19, 2024 AT 6:30PM

WHERE: SUNDERLAND PUBLIC LIBRARY COMMUNITY ROOM
20 SCHOOL ST
SUNDERLAND, MA 01375

Owner Name	Owner Address	Owner Address 2	Owner City	Owner State
[redacted]	243 WILD TURKEY POINT		LORIDA	FL
[redacted]	300 TICE BLVD		WOODCLIFF LAKE	NJ
[redacted]	733 CHAPIN ST, SUITE 103		LUDLOW	MA
[redacted]	733 CHAPIN ST, STE 103		LUDLOW	MA
[redacted]	50 SILVER LANE		SUNDERLAND	MA
[redacted]	34 SILVER LANE		SUNDERLAND	MA
[redacted]	667 MAIN ST		HOLYOKE	MA
[redacted]	PO BOX 382		SUNDERLAND	MA
[redacted]	38 SILVER LANE		SUNDERLAND	MA
[redacted]	6191 STATE HIGHWAY 161	SUITE 100	IRVING	TX

Owner Zip
33857
07677
01056
01056
01375
01375
01040
01375
01375
75038

Plan to Remain Compliant with Local Zoning
Altai Alternative Care, Inc.

The Town of Sunderland (the "Town") established requirements to be met by marijuana establishments located therein pursuant to section 125-II-2 of the Town Zoning Bylaw. The Town does not have any local cannabis-specific licensing. The proposed marijuana establishment location at 267 Amherst Rd, Sunderland, MA falls within the C-1 zoning district, which allows for marijuana retailers in a building with less than 2,000 square feet of retail floor space by Special Permit (§125-II-2). The Special Permit must be applied for and granted by the Town Zoning Board of Appeals following a Public Hearing as required by §125-VI-3(B) and in accordance with the criteria established in §125-VI-3(C). A Special Permit is applied for once and does not require renewal.

A building permit, issued by the Building Inspector, is also required under §125-VI-1 of the Zoning Bylaw prior to construction taking place at the proposed marijuana establishment location. Finally, a Certificate of Occupancy must also be applied for and granted after construction is completed in accordance with any building permits (§125-VI-1(A)).

Altai Alternative Care, Inc. ("the Applicant") does not have any ongoing or annual application or renewal requirements to remain in compliance with local zoning. Altai will make all the required applications and/or filings as indicated above at the time that the application(s) would be appropriately due to the Town.

PLAN TO POSITIVELY IMPACT DISPROPORTIONATELY HARMED PEOPLE (PPI)

Statement of Purpose

Altai Alternative Care, Inc. ("Altai") is eager to positively impact individuals and areas that have been identified by the Cannabis Control Commission as areas that were disproportionately impacted by the war on drugs, and residents who have, or have parents or spouses who have, past drug convictions. Altai is proposing to locate a Marijuana Establishment in Sunderland. Accordingly, it intends to focus its positive impact plan on Massachusetts residents who have, or have parents or spouses who have, past drug convictions and residents from the Town of Amherst (the "Target Area"):

Goals

1. Provide at least one (1) Social Equity Program (SEP) participants or Certified Economic Empowerment (EE) applicants with mentorship and/or guidance relating to the development and operation of Marijuana Establishments.

    - Information provided may include:
        - The development of business plans for the applicants desired license types
        - Training opportunities at its facilities
        - METRC training
        - Post Provisional (PPLI) and Final License (PFLI) Inspection(s) protocols
        - Information on industry best practices.

2. Hire at least twenty percent (20%) of its employees from the Target Area and Massachusetts residents who have, or have parents or spouses who have, past drug convictions.

3. Provide educational seminars at least once per year. These educational seminars will be held via Zoom and open to up to 100 total participants (99 participants and 1 host).

    - Educational seminars may include information on:
        - Criminal record (CORI) expungement clinics
        - Licensing workshops (i.e. guidance on filing applications with the Commission)
        - Preparing standard operating policies and procedures
        - Interviewing skills
        - Resume workshops

Programs

1. Provide notice annually of its intention to recruit and provide mentorship and/or guidance to Social Equity Program (SEP) participants or Certified Economic Empowerment (EE) through the Commission's Equity Involvement Form: (https://cannabiscontrol.formstack.com/forms/equity_services) as well as through the Commission's social equity program email address.
2. Altai plans to meet with mentees monthly based on the needs of the mentee. Altai will dedicate a minimum of one (1) hour per monthly meeting.

Additionally, Altai will post notice on its social media channels. These notices will direct applicants to submit their request in writing to Altai and Altai will coordinate outreach interviews with the prospective applicants.

1. Post monthly notices for four (4) weeks during the hiring process in the municipal offices of the Target Area, in newspapers of general circulation in the Target Area (as applicable), such as The Daily Hampshire Gazette. These notices will encourage those 21 years or older that live in areas of disproportionate impact or have past drug convictions to apply.

2. Post weekly notices at least one (1) week in advance of the abovementioned educational seminars in newspapers of general circulation in the Target Area (as applicable, such as The Daily Hampshire Gazette.

Measurements

Altai will annually review its compliance with this PPI and submit the following review metrics to the Commission as part of its renewal applications:

1. Identify SEP or EE applicants that it has provided mentorship or guidance to.

2. Identify the number of employees hired, retained, or promoted that come from the Target Area and/or Massachusetts residents who have, or have parents or spouses who have, past drug convictions.

3. Identify educational events or information sessions it holds and information on the attendees of these events.

Acknowledgements

Altai acknowledges 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. Any actions taken, or programs instituted, by Altai will not violate the Commission's regulations with respect to limitations on ownership or control or other applicable state laws. Further, Altai will be required to document progress or success of this plan, in its entirety, annually upon renewal of its license.

DocuSign Envelope ID: 12433C61-F966-4BAE-AF7B-10452083B871

ALTAI ALTERNATIVE CARE, LLC

Action by Written Consent of Members and Managers in Lieu of Special Meeting

The undersigned, being the Members and the Managers of Altai Alternative Care, LLC, hereby consent to and adopt the following resolutions:

RESOLVED: To adopt and approve the Agreement and Plan of Conversion, a copy of which is attached to this consent (the "Plan of Conversion "), whereby Altai Alternative Care, LLC, (the "Company"), a Massachusetts limited liability company will convert into Altai Alternative Care, Inc., (the "Surviving Entity"), a Massachusetts corporation, which will be the surviving entity, pursuant to the provisions of Chapter 156D, Section 9.50 of the Massachusetts General Laws, effective as of the date of filing of Articles of Entity Conversion with the Secretary of the Commonwealth of Massachusetts.

RESOLVED: That the Members have reviewed the terms of the Articles of Incorporation of Altai Alternative Care, Inc. and hereby authorize, approve, and accept the terms and conditions of the Articles of Incorporation.

RESOLVED: That the Managers are hereby authorized and empowered to execute the Plan of Conversion in the name and on behalf of the Company.

RESOLVED: That the Managers are hereby authorized and empowered to execute any and all other documents necessary to effectuate the Plan of Conversion.

RESOLVED: That this consent and an executed copy of the Plan of Conversion be filed with the minutes of meetings of the Member and Manager of the Company.

RESOLVED: That the Surviving Entity file the Articles of Entity Conversion with the Secretary of the Commonwealth of Massachusetts and pay the necessary filing fees associated therewith and to take all such other action as may be necessary to effectuate the conversion of the Company.

[Remainder of page left intentionally blank; signature page to follow]

DocuSign Envelope ID: 12433C61-F966-4BAE-AF7B-10452083B871

DATED: December _____, 2023

Members:

DocuSigned by:
2845407A71E54FE...
_____
Matthew Townsend

DocuSigned by:
5C71CC013F9845F...
_____
John Townsend

Managers:

DocuSigned by:
2845407A71E54FE...
_____
Matthew Townsend

DocuSigned by:
5C71CC013F9845F...
_____
John Townsend

D
PC

The Commonwealth of Massachusetts

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

FORM MUST BE TYPED

Articles of Entity Conversion of a Domestic Other Entity to a Domestic Business Corporation

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

FORM MUST BE TYPED

(1) Exact name of other entity: Altai Alternative Care, LLC

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

Altai Alternative Care, Inc.

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

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

ARTICLE I

The exact name of the corporation upon conversion is:

Altai Alternative Care, 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:*

* Professional corporations governed by G.L. Chapter 156A must specify the professional activities of the corporation.

ARTICLE III

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

WITHOUT PAR VALUE		WITH PAR VALUE		
TYPE	NUMBER OF SHARES	TYPE	NUMBER OF SHARES	PAR VALUE
Common	275,000			

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 or organization upon the transfer of shares of any class or series of stock are:

None

ARTICLE VI

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

See Attachment

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

**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 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:
17 King Terrace, Beverly, MA 01915
b. The name of its initial registered agent at its registered office:
Matthew Townsend
c. The names and addresses of the individuals who will serve as the initial directors, president, treasurer and secretary of the corporation (an address need not be specified if the business address of the officer or director is the same as the principal office location):

President: Matthew Townsend

Treasurer: John Townsend

Secretary: Matthew Townsend

Director(s): Matthew Townsend and John Townsend

If a professional corporation, include a list of shareholders with residential addresses and attach certificates of the appropriate regulatory board.

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:
Retail sales
f. The street address of the principal office of the corporation:
17 King Terrace, Beverly, Massachusetts, 01915
g. The street address where the records of the corporation required to be kept in the commonwealth are located is:

17 King Terrace, Beverly, Massachusetts, 01915 , which is
(number, street, city or town, state, zip code)

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

Signed by: _____,
(signature of authorized individual)

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

on this 3rd day of January , 2023

The Commonwealth of Massachusetts

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

Attachment Sheet

ARTICLE VI. Other lawful provisions:

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

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

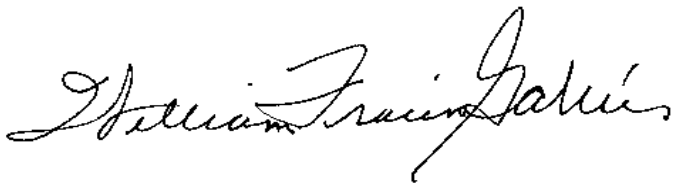
3. Shareholder action without a meeting by less than unanimous consent. Action required or permitted by Chapter 156D of the General Laws of Massachusetts to be taken at a shareholders' meeting may be taken without a meeting by shareholders having not less than the minimum number of votes necessary to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

4. 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 shareholders.

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:

January 05, 2024 02:12 PM



WILLIAM FRANCIS GALVIN

Secretary of the Commonwealth

BY-LAWS

OF

ALTAI ALTERNATIVE CARE, INC.

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ARTICLE I

SHAREHOLDERS

Section 1. Annual Meeting. The Corporation shall hold an annual meeting of shareholders in each year or at such other time fixed by the Directors after the Corporation's fiscal year end. The purposes for which the annual meeting is to be held, in addition to those prescribed by the Articles of Organization, shall be for electing directors and for such other purposes as shall be specified in the notice for the meeting, and only business within such purposes may be conducted at the meeting. In the event an annual meeting is not held at the time fixed in accordance with these Bylaws or the time for an annual meeting is not fixed in accordance with these Bylaws to be held within 13 months after the last annual meeting was held, the Corporation may designate a special meeting held thereafter as a special meeting in lieu of the annual meeting, and the meeting shall have all of the effect of an annual meeting.

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

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

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

Section 5. Waiver of Notice. A shareholder may waive any notice required by law, the Articles of Organization, or these 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.

Section 6. Quorum.

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

(b) A share once represented for any purpose at a meeting is deemed present for quorum purposes for the remainder of the meeting and for any adjournment of that meeting unless (1) the shareholder attends solely to object to lack of notice, defective notice or the conduct of the meeting on other grounds and does not vote the shares or otherwise consent that they are to be deemed present, or (2) in the case of an adjournment, a new record date is or shall be set for that adjourned meeting.

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

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

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

Section 9. Action without Meeting by Written Consent.

(a) Action taken at a shareholders' meeting may be taken without a meeting if the action is taken either: (1) by all shareholders entitled to vote on the action; or (2) to the extent permitted by the Articles of Organization, by shareholders having not less than the minimum number of votes necessary to take the action at a meeting at which all shareholders entitled to vote on the action are present and voting. The action shall be evidenced by one or more written consents that describe the action taken, are signed by shareholders having the requisite votes, bear the date of the signatures of such shareholders, and are delivered to the Corporation for inclusion with the records of meetings within sixty (60) days of the earliest dated consent delivered to the Corporation as required by this Section. A consent signed under this Section has the effect of a vote at a meeting.

(b) If action is to be taken pursuant to the consent of voting shareholders without a meeting, the Corporation, at least seven days before the action pursuant to the consent is taken, shall give notice, which complies in form with the requirements of Article III, of the action (1) to nonvoting shareholders in any case where such notice would be required by law if the action were to be taken pursuant to a vote by voting shareholders at a meeting, and (2) if the action is to be taken pursuant to the consent of less than all the shareholders entitled to vote on the matter, to all shareholders entitled to vote who did not consent to the action. The notice shall contain, or be accompanied by, the same material that would have been required by law to be sent to shareholders in or with the notice of a meeting at which the action would have been submitted to the shareholders for approval.

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

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

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

Section 12. Form of Shareholder Action.

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

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

Section 13. Shareholders List for Meeting.

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

(b) The shareholders list shall be available for inspection by any shareholder, beginning two 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, his or her agent, or attorney is entitled on written demand to inspect and, subject to the requirements of Section 2(c) of Article VI of these 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 shareholders list available at the meeting, and any shareholder or his or her agent or attorney is entitled to inspect the list at any time during the meeting or any adjournment.

ARTICLE II

DIRECTORS

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

Section 2. Number and Election. The Board of Directors shall consist of one or more individuals, with the number fixed by the shareholders at the annual meeting or by the Board of Directors, but, unless otherwise provided in the Articles of Organization, if the Corporation has more than one shareholder, the number of Directors shall not be less than three, except that whenever there shall be only two shareholders, the number of Directors shall not be less than two. Except as otherwise provided in these Bylaws or the Articles of Organization, the Directors shall be elected by the shareholders at the annual meeting.

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

Section 4. Change in Size of the Board of Directors. The number of Directors may be fixed or changed from time to time by the shareholders or the Board of Directors, and the Board of Directors may increase or decrease the number of Directors last approved by the shareholders.

Section 5. Tenure. The terms of all Directors shall expire at the next annual shareholders' meeting following their election. A decrease in the number of Directors does not shorten an incumbent Director's term. The term of a Director elected to fill a vacancy shall expire at the next shareholders' meeting at which Directors are elected. Despite the expiration of a Director's term, he or she shall continue to serve until his or her successor is elected and qualified or until there is a decrease in the number of Directors.

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

Section 7. Removal. The shareholders may remove one or more Directors with or without cause but, if a Director is elected by a voting group of shareholders, only the shareholders of that voting group may participate in the vote to remove him or her. A Director may be removed for cause by the Directors by vote of a majority of the Directors then in office but, if a Director is elected by a voting group of shareholders, only the Directors elected by that voting group may participate in the vote to remove him or her. A Director may be removed by the shareholders or the Directors only at a meeting called for the purpose of removing him or her, and the meeting notice must state that the purpose, or one of the purposes, of the meeting is removal of the Director.

Section 8. Regular Meetings. An annual meeting of the Board of Directors shall be held immediately after each annual meeting of shareholders, without notice, if a quorum of Directors is present. Regular meetings of the Board of Directors may be held at such times and places as shall from time to time be fixed by the Board of Directors without notice of the date, time, place or purpose of the meeting.

Section 9. Special Meetings. Special meetings of the Board of Directors may be called by the President, by the Secretary, by any two Directors, or by one Director in the event that there is only one Director.

Section 10. Notice. Special meetings of the Board must be preceded by at least two days' notice of the date, time and place of the meeting. The notice need not describe the purpose of the special meeting. All notices to directors shall conform to the requirements of Article III.

Section 11. Waiver of Notice. A Director may waive any notice before or after the date and time of the meeting. The waiver shall be in writing, signed by the Director entitled to the notice, or in the form of an electronic transmission by the Director to the Corporation, and filed with the minutes or corporate records. A Director's attendance at or participation in a meeting waives any required notice to him or her of the meeting unless the Director at the beginning of the meeting, or promptly upon his or her arrival, objects to holding the meeting or transacting business at the meeting and does not thereafter vote for or assent to action taken at the meeting.

Section 12. Quorum. A quorum of the Board of Directors consists of a majority of the Directors then in office, provided always that any number of Directors (whether one or more and whether or not constituting a quorum) constituting a majority of Directors present at any meeting or at any adjourned meeting may make any reasonable adjournment thereof.

Section 13. Action at Meeting. If a quorum is present when a vote is taken, the affirmative vote of a majority of Directors present is the act of the Board of Directors. A Director who is present at a meeting of the Board of Directors or a committee of the Board of Directors when corporate action is taken is considered to have assented to the action taken unless: (a) he or she objects at the beginning of the meeting, or promptly upon his or her arrival, to holding it or transacting business at the meeting; (b) his or her dissent or abstention from the action taken is entered in the minutes of the meeting; or (c) he or she delivers written notice of his or her dissent

or abstention to the presiding officer of the meeting before its adjournment or to the Corporation immediately after adjournment of the meeting. The right of dissent or abstention is not available to a Director who votes in favor of the action taken.

Section 14. Action Without Meeting. Any action required or permitted to be taken by the Directors may be taken without a meeting if the action is taken by the unanimous consent of the members of the Board of Directors. The action must be evidenced by one or more consents describing the action taken, in writing, signed by each Director, or delivered to the Corporation by electronic transmission, to the address specified by the Corporation for the purpose or, if no address has been specified, to the principal office of the Corporation, addressed to the Secretary or other officer or agent having custody of the records of proceedings of Directors, and included in the minutes or filed with the corporate records reflecting the action taken. Action taken under this Section is effective when the last Director signs or delivers the consent, unless the consent specifies a different effective date. A consent signed or delivered under this Section has the effect of a meeting vote and may be described as such in any document.

Section 15. Telephone Conference Meetings. The Board of Directors may permit any or all Directors to participate in a regular or special meeting by, or conduct the meeting through the use of, any means of communication by which all Directors participating may simultaneously hear each other during the meeting. A Director participating in a meeting by this means is considered to be present in person at the meeting.

Section 16. Committees. The Board of Directors may create one or more committees and appoint members of the Board of Directors to serve on them. Each committee may have one or more members, who serve at the pleasure of the Board of Directors. The creation of a committee and appointment of members to it must be approved by a majority of all the Directors in office when the action is taken. Article III and Sections 10 through 15 of this Article shall apply to committees and their members. To the extent specified by the Board of Directors, each committee may exercise the authority of the Board of Directors. A committee may not, however: (a) authorize distributions; (b) approve or propose to shareholders action that the MBCA requires be approved by shareholders; (c) change the number of the Board of Directors, remove Directors from office or fill vacancies on the Board of Directors; (d) amend the Articles of Organization; (e) adopt, amend or repeal Bylaws; or (f) authorize or approve reacquisition of shares, except according to a formula or method prescribed by the Board of Directors. The creation of, delegation of authority to, or action by a committee does not alone constitute compliance by a Director with the standards of conduct described in Section 18 of this Article.

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

Section 18. Standard of Conduct for Directors.

(a) A Director shall discharge his or her duties as a Director, including his or her duties as a member of a committee: (1) in good faith; (2) with the care that a person in a like position would reasonably believe appropriate under similar circumstances; and (3) in a manner the Director reasonably believes to be in the best interests of the Corporation. In determining what the Director reasonably believes to be in the best interests of the Corporation, a Director may consider the interests of the Corporation's employees, suppliers, creditors and customers, the economy of

the state, the region and the nation, community and societal considerations, and the long-term and short-term interests of the Corporation and its shareholders, including the possibility that these interests may be best served by the continued independence of the Corporation.

(b) In discharging his or her duties, a Director who does not have knowledge that makes reliance unwarranted is entitled to rely on information, opinions, reports, or statements, including financial statements and other financial data, if prepared or presented by: (1) one or more officers or employees of the Corporation whom the Director reasonably believes to be reliable and competent with respect to the information, opinions, reports or statements presented; (2) legal counsel, public accountants, or other persons retained by the Corporation, as to matters involving skills or expertise the Director reasonably believes are matters (i) within the particular person's professional or expert competence or (ii) as to which the particular person merits confidence; or (3) a committee of the Board of Directors of which the Director is not a member if the Director reasonably believes the committee merits confidence.

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

Section 19. Conflict of Interest.

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

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

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

(3) the transaction was fair to the Corporation.

(b) For purposes of this Section, and without limiting the interests that may create conflict of interest transactions, a Director of the Corporation has an indirect interest in a transaction if: (1) another entity in which he or she has a material financial interest or in which he or she is a general partner is a party to the transaction; or (2) another entity of which he or she is a director, officer, or trustee or in which he or she holds another position is a party to the transaction and the transaction is or should be considered by the Board of Directors of the Corporation.

(c) For purposes of clause (1) of subsection (a), a conflict of interest transaction is authorized, approved, or ratified if it receives the affirmative vote of a majority of the Directors on the Board of Directors (or on the committee) who have no direct or indirect interest in the transaction, but a transaction may not be authorized, approved, or ratified under this Section by a single Director. If a majority of the Directors who have no direct or indirect interest in the transaction vote to authorize, approve, or ratify the transaction, a quorum is present for the purpose

of taking action under this Section. The presence of, or a vote cast by, a Director with a direct or indirect interest in the transaction does not affect the validity of any action taken under clause (1) of subsection (a) if the transaction is otherwise authorized, approved, or ratified as provided in that subsection.

(d) For purposes of clause (2) of subsection (a), a conflict of interest transaction is authorized, approved, or ratified if it receives the vote of a majority of the shares entitled to be counted under this subsection. Shares owned by or voted under the control of a Director who has a direct or indirect interest in the transaction, and shares owned by or voted under the control of an entity described in clause (1) of subsection (b), may not be counted in a vote of shareholders to determine whether to authorize, approve, or ratify a conflict of interest transaction under clause (2) of subsection (a). The vote of those shares, however, is counted in determining whether the transaction is approved under other Sections of these Bylaws. A majority of the shares, whether or not present, that are entitled to be counted in a vote on the transaction under this subsection constitutes a quorum for the purpose of taking action under this Section.

Section 20. Loans to Directors. The Corporation may not lend money to, or guarantee the obligation of a Director of, the Corporation unless: (a) the specific loan or guarantee is approved by a majority of the votes represented by the outstanding voting shares of all classes, voting as a single voting group, except the votes of shares owned by or voted under the control of the benefited Director; or (b) the Corporation's Board of Directors determines that the loan or guarantee benefits the Corporation and either approves the specific loan or guarantee or a general plan authorizing loans and guarantees. The fact that a loan or guarantee is made in violation of this Section shall not affect the borrower's liability on the loan.

ARTICLE III

MANNER OF NOTICE

All notices hereunder shall conform to the following requirements:

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

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

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

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

notice to the shareholder of such specific posting, directed to an electronic mail address furnished by the shareholder for the purpose, upon the later of (i) such posting and (ii) the giving of such separate notice; and (4) if by any other form of electronic transmission, when directed to the shareholder in such manner as the shareholder shall have specified to the Corporation. An affidavit of the Secretary or an Assistant Secretary of the Corporation, the transfer agent or other agent of the Corporation that the notice has been given by a form of electronic transmission shall, in the absence of fraud, be prima facie evidence of the facts stated therein.

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

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

ARTICLE IV

OFFICERS

Section 1. Enumeration. The Corporation shall have a President, a Treasurer, a Secretary and such other officers as may be appointed by the Board of Directors from time to time in accordance with these Bylaws. The Board may appoint one of its members to the office of Chairman of the Board and from time to time define the powers and duties of that office notwithstanding any other provisions of these Bylaws.

Section 2. Appointment. The officers shall be appointed by the Board of Directors. A duly appointed officer may appoint one or more officers or assistant officers if authorized by the Board of Directors. Each officer has the authority and shall perform the duties set forth in these 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.

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

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

Section 5. Resignation. An officer may resign at any time by delivering notice of the resignation to the Corporation. A resignation is effective when the notice is delivered unless the notice specifies a later effective date. If a resignation is made effective at a later date and the Corporation accepts the future effective date, the Board of Directors may fill the pending vacancy

before the effective date if the Board of Directors provides that the successor shall not take office until the effective date. An officer's resignation shall not affect the Corporation's contract rights, if any, with the officer.

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

Section 7. President. The President when present shall preside at all meetings of the shareholders and, if there is no Chairman of the Board of Directors, of the Directors. He or she shall be the chief executive officer of the Corporation except as the Board of Directors may otherwise provide. The President shall perform such duties and have such powers additional to the foregoing as the Directors shall designate.

Section 8. Treasurer. The Treasurer shall, subject to the direction of the Directors, have general charge of the financial affairs of the Corporation and shall cause to be kept accurate books of accounts. He or she shall have custody of all funds, securities, and valuable documents of the Corporation, except as the Directors may otherwise provide. The Treasurer shall perform such duties and have such powers additional to the foregoing as the Directors may designate.

Section 9. Secretary. The Secretary shall have responsibility for preparing minutes of the Directors' and shareholders' meetings and for authenticating records of the Corporation. The Secretary shall perform such duties and have such powers additional to the foregoing as the Directors shall designate.

Section 10. Standards Of Conduct For Officers. An officer shall discharge his or her duties: (a) in good faith; (b) with the care that a person in a like position would reasonably exercise under similar circumstances; and (c) in a manner the officer reasonably believes to be in the best interests of the Corporation. In discharging his or her duties, an officer, who does not have knowledge that makes reliance unwarranted, is entitled to rely on information, opinions, reports, or statements, including financial statements and other financial data, if prepared or presented by: (1) one or more officers or employees of the Corporation whom the officer reasonably believes to be reliable and competent with respect to the information, opinions, reports or statements presented; or (2) legal counsel, public accountants, or other persons retained by the Corporation as to matters involving skills or expertise the officer reasonably believes are matters (i) within the particular person's professional or expert competence or (ii) as to which the particular person merits confidence. An officer shall not be liable to the Corporation or its shareholders for any decision to take or not to take any action taken, or any failure to take any action, as an officer, if the duties of the officer are performed in compliance with this Section.

ARTICLE V

PROVISIONS RELATING TO SHARES

Section 1. Issuance and Consideration. The Board of Directors may issue the number of shares of each class or series authorized by the Articles of Organization. The Board of Directors may authorize shares to be issued for consideration consisting of any tangible or intangible

property or benefit to the Corporation, including cash, promissory notes, services performed, contracts for services to be performed, or other securities of the Corporation. Before the Corporation issues shares, the Board of Directors shall determine that the consideration received or to be received for shares to be issued is adequate. The Board of Directors shall determine the terms upon which the rights, options, or warrants for the purchase of shares or other securities of the Corporation are issued and the terms, including the consideration, for which the shares or other securities are to be issued.

Section 2. Share Certificates. If shares are represented by certificates, at a minimum each share certificate shall state on its face: (a) the name of the Corporation and that it is organized under the laws of The Commonwealth of Massachusetts; (b) the name of the person to whom issued; and (c) the number and class of shares and the designation of the series, if any, the certificate represents. If different classes of shares or different series within a class are authorized, then the variations in rights, preferences and limitations applicable to each class and series, and the authority of the Board of Directors to determine variations for any future class or series, must be summarized on the front or back of each certificate. Alternatively, each certificate may state conspicuously on its front or back that the Corporation will furnish the shareholder this information on request in writing and without charge. Each share certificate shall be signed, either manually or in facsimile, by the President or a Vice President and by the Treasurer or an Assistant Treasurer, or any two officers designated by the Board of Directors, and shall bear the corporate seal or its facsimile. If the person who signed, either manually or in facsimile, a share certificate no longer holds office when the certificate is issued, the certificate shall be nevertheless valid.

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

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

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

Section 6. Restrictions on Transfer. Right of First Refusal. No shareholder of the Corporation shall sell, assign, pledge or otherwise transfer (collectively, "transfer") any of the shares of stock of the Corporation or any right or interest therein, whether voluntarily or by operation of law, or by gift or otherwise, except by a transfer which meets the following requirements:

(a) If any shareholder (the "Selling Shareholder") proposes to transfer any shares of stock of the Corporation (the "Offered Shares") pursuant to a bona fide offer, then the Selling Shareholder shall first give written notice of the proposed transfer (the "Transfer Notice") to the Corporation. The Transfer Notice shall name the proposed transferee and state the number of Offered Shares, the price per share and all other material terms and conditions of the proposed transfer.

(b) For 15 business days following its receipt of such Transfer Notice, the Corporation shall have the option to purchase all or any lesser part of the Offered Shares at the price and upon the terms set forth in the Transfer Notice. In the event the Corporation elects to purchase all of the Offered Shares, it shall give written notice of its election to the Selling Shareholder within such 15-day period, and the settlement of the sale of such Offered Shares shall be made as provided below in Subsection (d).

(c) If the Corporation does not elect to acquire all of the Offered Shares, the Corporation shall, within 15 days after receipt of the Transfer Notice, give written notice of its decision to the holders of stock of the Corporation other than the Selling Shareholder ("Eligible Shareholders"). Such notice shall state the number of Offered Shares available for purchase. Each Eligible Shareholder shall be entitled to purchase that proportion of the Offered Shares available for purchase as the number of shares of common stock owned by him or her bears to the total number of issued and outstanding shares of common stock of the Corporation then owned by all Eligible Shareholders. For this purpose, any shares of convertible preferred stock of the Corporation then outstanding shall be treated as if converted into the number of shares of common stock into which such shares may then be converted. Within 10 business days after mailing of such notice to the Eligible Shareholders, each Eligible Shareholder shall give written notice to the Corporation and the Selling Shareholder stating how many shares of his or her pro rata allotment he or she will purchase, if any, and how many additional shares he or she will purchase if additional Offered Shares are made available. If an Eligible Shareholder fails to respond to the notice given by the Corporation in writing within this 10-day period, the right of such Eligible Shareholder to acquire his or her proportionate part of the Offered Shares of the Selling Shareholder shall terminate. If one or more Eligible Shareholders do not elect to acquire his or her full pro rata shares of the Offered Shares available, these Offered Shares shall be allocated to each other Eligible Shareholder in the same proportion as the Eligible Shareholder's holdings of common stock bears to the aggregate of all Eligible Shareholders' holdings of common stock (treating all shares of convertible preferred stock as if converted into common stock). If any Eligible Shareholder is thereby given the right to purchase a greater number of Offered Shares than he or she has subscribed for, the excess shall be reallocated to the other Eligible Shareholders on the same proportionate basis described above. The Corporation shall allocate and reallocate the shares available according to this procedure, but it shall have discretion to allocate amounts of less than 100 shares as it sees fit in its sole discretion. All allocations and reallocations pursuant to this

Subsection (c) must be completed within 15 business days after the end of the 10-day period referred to above.

1. (d) If the Corporation and/or Eligible Shareholders elect to acquire all, of the Offered Shares, the Corporation shall so notify the Selling Shareholder and settlement shall be made at the principal office of the Corporation within 90 days after the Corporation receives the Transfer Notice. The Corporation and/or Eligible Shareholders shall pay for the Offered Shares on the same terms and conditions set forth in the Transfer Notice.

2. (e) If the Corporation and/or the Eligible Shareholders do not elect to acquire all of the Offered Shares, the Selling Shareholder may, within the 90-day period following the expiration of the option rights granted to the Corporation and the Eligible Shareholders, transfer the Offered Shares to the proposed transferee or any other purchaser, provided that this sale shall not be on terms and conditions different than those contained in the Transfer Notice. Notwithstanding any of the above, all Offered Shares transferred pursuant to this Section shall be subject to the provisions of this Section 6 in the same manner and to the same extent as before the transfer.

3. (f) The following transactions shall be exempt from the provisions of this Section:

A. (i) A shareholder's bona fide pledge or mortgage of his or her shares with a commercial lending institution;

B. (ii) A corporate shareholder's transfer of any or all of its shares pursuant to and in accordance with the terms of any merger, consolidation, share exchange, reclassification of shares or capital reorganization of the corporate shareholder, or pursuant to a sale of substantially all of the stock or assets of a corporate shareholder;

C. (iii) A corporate shareholder's transfer of any or all of its shares to any or all of its shareholders;

D. (iv) A transfer by a shareholder that is a partnership to any or all of its partners or retired partners, or to the estate of any partner or retired partner;

E. (v) A transfer by a shareholder that is a limited liability company to any or all of its members or retired members, or to the estate of any member or retired member;

F. (vi) A transfer pursuant to an agreement among the shareholder and other shareholder(s) of the corporation providing for "tag-along" or "co-sale" rights or any stock restriction agreement between the shareholder and the Corporation;

G. (vii) A transfer to a person who is already a shareholder of the Corporation;

H. (viii) A transfer to the guardian or conservator of the shareholder; and

I. (ix) Any transfer pursuant to an effective registration statement filed by the Corporation with the Securities and Exchange Commission;

provided, however, that in any such case, except as otherwise provided in Subsection (j) below, the transferee or other recipient shall receive and hold such shares of stock subject to the provisions of this Section and there shall be no further transfer of such shares of stock except in accordance with this Section.

4. (g) A shareholder of the Corporation shall be deemed to have given a Transfer Notice to the corporation and to have offered to sell all of the shares of stock of the Corporation then held by such shareholder:

A. (i) if such shareholder dies and as a result any transfer of stock is to be made other than as permitted by Subsection (f)(1) above;

B. (ii) if such shareholder applies for or consents to the appointment of a custodian, receiver, trustee or liquidator of any of his or her properties;

C. (iii) if such shareholder admits in writing his or her inability to pay his or her debts as they mature;

D. (iv) if there is a dissolution, termination of existence, liquidation, insolvency or business failure of the shareholder;

E. (v) if there is a composition or an assignment or trust mortgage for the benefit of creditors by the shareholder;

F. (vi) upon the commencement by or against the shareholder of any proceeding under the United States Bankruptcy Code or any other federal or state bankruptcy, reorganization, receivership, insolvency or other similar law affecting the rights of creditors generally; or

G. (vii) if that shareholder's shares are subject to: (i) attachment or execution of a judgment; or (ii) any other transfer by court order, operation of law, by gift or otherwise without consideration (other than pursuant to Subsection (f).

If any offer is deemed to have been made under this Subsection (g), the Corporation and/or the Eligible Shareholders may elect to purchase all or any portion of such Offered Shares, and the price to be paid by the Corporation and/or the Eligible Shareholders for the Offered Shares so deemed to be offered shall be the most recent valuation for such shares of stock established by the Board of Directors. If the shares are not purchased by the Corporation and/or the Eligible Shareholders but are transferred to other parties, the transferred shares shall thereafter be released from all restrictions under this Section.

5. (h) The Corporation may assign its rights to purchase shares of stock in any particular transaction under this Section to one or more persons or entities.

6. (i) Any sale or transfer, or purported sale or transfer, of securities of the Corporation shall be null and void unless the terms, conditions and provisions of this Section are strictly observed and followed.

7. (j) The following legend shall be noted conspicuously on the front or back of certificates representing certificated shares of stock of the Corporation and shall be contained in the information statement required by Section 6.26(b) of the MBCA, as amended from time to time, for uncertificated shares of stock of the Corporation:

"The shares represented by this certificate or described in this information statement are subject to a right of first refusal in favor of the Corporation and its other shareholders, as provided in the Bylaws of the Corporation, a copy of which can be obtained from the Secretary of the Corporation."

ARTICLE VI

CORPORATE RECORDS

Section 1. Records to be Kept.

(a) The Corporation shall keep as permanent records minutes of all meetings of its shareholders and Board of Directors, a record of all actions taken by the shareholders or Board of Directors without a meeting, and a record of all actions taken by a committee of the Board of Directors in place of the Board of Directors on behalf of the Corporation. The Corporation shall maintain appropriate accounting records. The Corporation or its agent shall maintain a record of its shareholders, in a form that permits preparation of a list of the names and addresses of all shareholders, in alphabetical order by class of shares showing the number and class of shares held by each. The Corporation shall maintain its records in written form or in another form capable of conversion into written form within a reasonable time.

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

(1) its Articles 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 shareholders without a meeting, for the past three years;

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

(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.

Section 2. Inspection of Records by Shareholders.

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

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

(1) excerpts from minutes reflecting action taken at any meeting of the Board of Directors, records of any action of a committee of the Board of Directors while acting in place of the Board of Directors on behalf of the Corporation, minutes of any meeting of the shareholders, and records of action taken by the shareholders or Board of Directors without a meeting, to the extent not subject to inspection under subsection (a) of this Section;

(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 1(a) of this Article.

(c) A shareholder may inspect and copy the records described in subsection (b) 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.

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

Section 3. Scope of Inspection Right.

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

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

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

(d) The Corporation may comply at its expense, with a shareholder's demand to inspect the record of shareholders under Section 2(b)(3) of this Article by providing the shareholder with a list of shareholders that was compiled no earlier than the date of the shareholder's demand.

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

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

ARTICLE VII

INDEMNIFICATION

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

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

"Director" or "officer", an individual who is or was a Director or officer, respectively, of the Corporation or who, while a Director or officer of the Corporation, is or was serving at the Corporation's request as a director, officer, partner, trustee, employee, or agent of another domestic or foreign corporation, partnership, joint venture, trust, employee benefit plan, or other entity. A

Director or officer is considered to be serving an employee benefit plan at the Corporation's request if his or her duties to the Corporation also impose duties on, or otherwise involve services by, him or her to the plan or to participants in or beneficiaries of the plan. "Director" or "officer" includes, unless the context requires otherwise, the estate or personal representative of a Director or officer.

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

"Expenses", includes counsel fees.

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

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

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

Section 2. Indemnification of Directors and Officers.

(a) Except as otherwise provided in this Section, the Corporation shall indemnify to the fullest extent permitted by law an individual who is a party to a proceeding because he or she is a Director or officer against liability incurred in the proceeding if: (1) (i) he or she conducted himself or herself in good faith; and (ii) he or she reasonably believed that his or her conduct was in the best interests of the Corporation or that his or her conduct was at least not opposed to the best interests of the Corporation; and (iii) in the case of any criminal proceeding, he or she had no reasonable cause to believe his or her conduct was unlawful; or (2) he or she engaged in conduct for which he or she shall not be liable under a provision of the Articles of Organization authorized by Section 2.02(b)(4) of the MBCA or any successor provision to such Section.

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

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

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

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

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

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

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

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

(b) by special legal counsel (1) selected in the manner prescribed in clause (a); or (2) if there are fewer than two disinterested Directors, selected by the Board of Directors, in which selection Directors who do not qualify as disinterested Directors may participate; or

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

Section 5. Notification and Defense of Claim; Settlements.

(a) In addition to and without limiting the foregoing provisions of this Article and except to the extent otherwise required by law, it shall be a condition of the Corporation's obligation to indemnify under Section 2 of this Article (in addition to any other condition provide in these Bylaws or by law) that the person asserting, or proposing to assert, the right to be indemnified, must notify the Corporation in writing as soon as practicable of any action, suit, proceeding or investigation involving such person for which indemnity will or could be sought, but the failure to so notify shall not affect the Corporation's objection to indemnify except to the extent the Corporation is adversely affected thereby. With respect to any proceeding of which the Corporation is so notified, the Corporation will be entitled to participate therein at its own expense and/or to assume the defense thereof at its own expense, with legal counsel reasonably acceptable to such person. After notice from the Corporation to such person of its election so to assume such defense, the Corporation shall not be liable to such person for any legal or other expenses subsequently incurred by such person in connection with such action, suit, proceeding or

investigation other than as provided below in this subsection (a). Such person shall have the right to employ his or her own counsel in connection with such action, suit, proceeding or investigation, but the fees and expenses of such counsel incurred after notice from the Corporation of its assumption of the defense thereof shall be at the expense of such person unless (1) the employment of counsel by such person has been authorized by the Corporation, (2) counsel to such person shall have reasonably concluded that there may be a conflict of interest or position on any significant issue between the Corporation and such person in the conduct of the defense of such action, suit, proceeding or investigation or (3) the Corporation shall not in fact have employed counsel to assume the defense of such action, suit, proceeding or investigation, in each of which cases the fees and expenses of counsel for such person shall be at the expense of the Corporation, except as otherwise expressly provided by this Article. The Corporation shall not be entitled, without the consent of such person, to assume the defense of any claim brought by or in the right of the Corporation or as to which counsel for such person shall have reasonably made the conclusion provided for in clause (2) above.

(b) The Corporation shall not be required to indemnify such person under this Article for any amounts paid in settlement of any proceeding unless authorized in the same manner as the determination that indemnification is permissible under Section 4 of this Article, except that if there are fewer than two disinterested Directors, authorization of indemnification shall be made by the Board of Directors, in which authorization Directors who do not qualify as disinterested Directors may participate. The Corporation shall not settle any action, suit, proceeding or investigation in any manner which would impose any penalty or limitation on such person without such person's written consent. Neither the Corporation nor such person will unreasonably withhold their consent to any proposed settlement.

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

Section 7. Application of this Article.

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

(b) This Article shall not limit the Corporation's power to (1) pay or reimburse expenses incurred by a Director or an officer in connection with his or her appearance as a witness in a proceeding at a time when he or she is not a party or (2) indemnify, advance expenses to or provide or maintain insurance on behalf of an employee or agent.

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

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

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

ARTICLE VIII

FISCAL YEAR

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

ARTICLE IX

AMENDMENTS

(a) The power to make, amend or repeal these Bylaws shall be in 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 shareholders next following the making, amending or repealing by the Board of Directors of any By-Law, notice stating the substance of the action taken by the Board of Directors shall be given to all shareholders entitled to vote on amending the Bylaws. Any action taken by the Board of Directors with respect to the Bylaws may be amended or repealed by the shareholders.

(c) Approval of an amendment to the Bylaws that changes or deletes a quorum or voting requirement for action by shareholders must satisfy both the applicable quorum and voting requirements for action by shareholders with respect to amendment of these Bylaws and also the particular quorum and voting requirements sought to be changed or deleted.

(d) A By-Law dealing with quorum or voting requirements for shareholders, including additional voting groups, may not be adopted, amended or repealed by the Board of Directors.

(e) A By-Law that fixes a greater or lesser quorum requirement for action by the Board of Directors, or a greater voting requirement, than provided for by the MBCA may be amended or repealed by the shareholders, or by the Board of Directors if authorized pursuant to subsection (a).

(f) If the Board of Directors is authorized to amend the Bylaws, approval by the Board of Directors of an amendment to the 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 the Bylaws, and also the particular quorum and voting requirements sought to be changed or deleted.

Adopted: _____, 2023

A true record.

Attest:

_____

Matthew Townsend, Secretary

The Commonwealth of Massachusetts

Secretary of the Commonwealth

State House, Boston, Massachusetts 02133

William Francis Galvin
Secretary of the
Commonwealth

Date: July 23, 2024

To Whom It May Concern :

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

ALTAI ALTERNATIVE CARE, INC.

is a domestic corporation organized on **January 05, 2024** , under the General Laws of the Commonwealth of Massachusetts. I further certify that there are no proceedings presently pending under the Massachusetts General Laws Chapter 156D section 14.21 for said corporation's dissolution; that articles of dissolution have not been filed by said corporation; that, said corporation has filed all annual reports, and paid all fees with respect to such reports, and so far as appears of record said corporation has legal existence and is in good standing with this office.

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

William Francis Galvin

Secretary of the Commonwealth

Certificate Number: 24070323180

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

Processed by: hng

Commonwealth of Massachusetts
Department of Revenue
Geoffrey E. Snyder, Commissioner

mass.gov/dor

Letter ID: L1626777248
Notice Date: July 18, 2024
Case ID: 0-002-484-900

CERTIFICATE OF GOOD STANDING AND/OR TAX COMPLIANCE

000017

ALTAI ALTERNATIVE CARE
17 KING TER
BEVERLY MA 01915-1009

Why did I receive this notice?

The Commissioner of Revenue certifies that, as of the date of this certificate, ALTAI ALTERNATIVE CARE 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, Monday through Friday, 9:00 a.m. to 4:00 p.m.

Visit us online!

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

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

Edward W. Coyle, Jr., Chief
Collections Bureau

Plan for Obtaining Liability Insurance

Altai Alternative Care, Inc. will work with a licensed insurance broker in the Commonwealth of Massachusetts to maintain general liability insurance coverage for no less than $1,000,000 per occurrence and $2,000,000 in aggregate annually and product liability coverage for no less than $1,000,000 per occurrence & $2,000,000 in aggregate annually.

The policy deductible will be no higher than $5,000 per occurrence. Altai Alternative Care, Inc. will consider additional coverage based on availability & cost-benefit analysis. If adequate coverage is unavailable at a reasonable rate, Altai Alternative Care, Inc. will place in escrow at least $250,000 to be expended for liabilities coverage.

Any withdrawal from such escrow will be replenished within 10 business days. Altai Alternative Care, Inc. will keep reports documenting compliance with 935 CMR 500.105(10).

Altai Alternative Care Business Plan

Mission Statement:

At Altai Alternative Care, our mission is to provide the highest quality cannabis products to our community while offering a welcoming, informative, and professional experience for our customers. We are committed to promoting wellness, education, and responsible consumption, all while striving to destigmatize the use of cannabis. Our goal is to be a trusted resource for our customers' diverse wellness needs, offering a range of carefully selected products and personalized guidance to help them navigate the world of cannabis with confidence and clarity.

Vision Statement:

Our vision at Altai Alternative Care is to become the most trusted and sought-after cannabis retail destination in our region. We aim to set the standard for exceptional customer service, product variety, and community engagement within the cannabis industry.

Company Goals:

1. Offer a diverse and carefully curated selection of cannabis products, including flower, edibles, concentrates, and topicals, to meet the needs of recreational users.

2. Develop a strong and loyal customer base through excellent customer service, education, and community outreach.

3. Maintain a safe and welcoming environment for customers and employees, fostering a culture of inclusivity and respect.

4. Stay at the forefront of industry trends and product innovation to consistently provide cutting-edge cannabis options that meet the evolving needs of our customers.

Leadership and owner information:

President- Owner
Matthew Townsend

Matt has worked at Townsend Energy for the past 10 years. Matt specializes in customer service and customer acquisitions. During his time at Townsend Energy, he helped to grow the commercial business by over 200%. Matt takes pride in what is stated to the customer is what is delivered to the customer. He will be taking on the role of working with brands for Altai Alternative to create supply chains and build relationships with brands in the cannabis space.

Vice President- Owner
John Townsend:

John spent the past 16 years at Townsend Energy learning the ins/outs of the business from his father. During that time, he held over 8 different positions with the intent of learning the entirety of the business. John took the position of distribution manager in 2015 which he held till mid 2021. During this time the business saw tremendous growth through acquisitions as well as organic sales. Townsend increased the number of trucks on the road by 40% during that time. John will be bringing the knowledge of Team Management and operation fluidity to Altai Alternative care with the same aspirations of brand excellence.

Marketing Strategy

Target Audience:
Identify and understand the local customer base including recreational cannabis users as well as those who are curious about cannabis products.

Brand Positioning:
Position the store as a trusted source for high-quality cannabis products, with a focus on wellness, education, and a welcoming atmosphere.

Local SEO and Online Presence:
Optimize the store's website and online presence for local SEO to ensure visibility in searches related to cannabis in Sunderland and the surrounding areas.

Community Engagement:
Engage with the local community through participation in events, sponsorships, and educational workshops to foster good relationships and build brand credibility.

Social Media Marketing:
Develop a strong presence on social media platforms, showcasing products, providing educational content, and engaging with the local audience.

In-Store Experience:
Enhance the in-store experience with knowledgeable staff, product demonstrations, and a welcoming environment that encourages customer loyalty and word-of-mouth marketing.

Email Marketing and Loyalty Programs:
Implement email marketing campaigns to inform customers about promotions, new products, and educational resources. Also, introduce a loyalty program to incentivize repeat business.

Partnerships and Collaborations:
Establish partnerships with local businesses, cannabis-related or not, to cross-promote each other and expand the store's reach.

Compliance and Education:
Ensure compliance with all state and local regulations and prioritize educating customers about responsible cannabis use and the benefits of different products.

Market Analysis:

Altai Alternative Care is set to become Sunderland MA's pioneering dispensary, offering the community its first opportunity to purchase cannabis in a secure and inviting environment. The nearest store to our location is a medical dispensary. We aim to provide a recreational option that is currently unavailable to customers. Massachusetts' retail cannabis sales were projected to reach $1.35 billion in 2024, growing at a compound annual growth rate of 18.1% from 2019. This growth is despite the state having a relatively limited number of dispensaries in operation, indicating a robust market demand. These insights suggest that the cannabis business in Sunderland, Massachusetts, operates in a highly competitive yet growing market, with specific consumer preferences and a strong inclination towards brand consolidation due to vertical integration.

Financial Projections:

Altai Alternative Care has researched the adult use cannabis market in Sunderland. Altai Alternative Care has taken a conservative approach to formulate the projections as follows. A year one projection of $2,000,000 with an average growth of 5% year over year. This would put a year 2 projection around $2,100,000. These revenue projections are based on a daily customer count of 120 and an average spend of $45 dollars per customer. Altai Alternative Care has taken a conservative approach to formulate these figures.

Employee Qualifications and Training

Altai Alternative Care, 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.

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

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**".

Energy Compliance Plan

Altai Alternative Care, 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

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 [50 (Tier 1 and 2) 35 (Tier 3-11)] 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**".

Maintaining of Financial Records

Altai Alternative Care, 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

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**".

Personnel Policies Including Background Checks

Altai Alternative Care, 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*.

(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;

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.

(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;

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; and
- COO.

Management Level:
- Sales Manager;
- Production Manager; and
- Security Manager.

Staff Level
- Up to fifteen (15) Staff Level Sales Representatives;
- Up to ten (10) Staff Level Production Associates

Consultant Level
- Attorney / Compliance Officer;
- Human Resources Provider; and
- Up to five (5) Security Officers.

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

Quality Control and Testing for Contaminants

Testing of Marijuana

Altai Alternative Care, 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*.

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.

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 CMR500.150(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

(a) 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. 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).

(b) 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**".

Record Keeping Procedures

Altai Alternative Care, 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.

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**"

Restricting Access to Age 21 and Older

Altai Alternative Care, 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.

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**".

DIVERSITY PLAN

Statement of Purpose

Altai Alternative Care, Inc. ("Altai") believes in creating and sustaining a robust culture of inclusivity and diversity and recognizes that diversity in the workforce is key to the integrity of a company's commitment to its community. In furtherance of this commitment, Altai is dedicated to promoting inclusion in its operations for diverse populations, which the Commission has identified as People of color, particularly Black, African American, Latinx and Indigenous people, Women, Veterans, People with disabilities, and LGBTQ+ people. To support such diverse populations, Altai has created a Diversity Plan, summarized below, and has identified and created goals, programs and measurement techniques to promote diversity and inclusion in Altai's operations.

Goals

In order to promote diversity and inclusion in its operations, Altai has established the following goals:

1. Hiring Goals:
   a. Women: 50%
   b. People of color, particularly Black, African American, Latinx and Indigenous people: 20%
   c. L.G.B.T.Q.+ people: 5%
   d. Persons with Disabilities: 5%
   e. Veterans: 5%

2. Engage at least one (1) disadvantaged business enterprise (i.e. a minority owned business, woman owned business or veteran owned business) in connection with the operation of its facilities.

Programs

1. Post monthly notices for four (4) weeks during the hiring process in The Daily Hampshire Gazette. These notices will state that the Company is an equal opportunity employer.

2. Form a diversity and equity committee to monitor the Company's progress towards meeting its hiring goals. The 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 as part of the annual license renewal application process.

3. The Company shall utilize the Massachusetts Supplier Diversity offices list of Certified Minority, Veteran and Woman Owned Business Enterprises to source the vendors required to operate its facility. The Company will utilize the searchable directory

available at: https://www.sdo.osd.state.ma.us/BusinessDirectory/BusinessDirectory.aspx to identify eligible businesses.

Measurements

The Company will annually review its compliance with this Diversity Plan and submit the following review metrics to the Commission as part of its renewal applications:

1. Identify the number of individuals from identified diverse populations who were hired and retained after the issuance of a license.

2. Identify the number of disadvantaged business enterprises (as defined above) hired to support the operation of its facilities.

3. Identify the number of promotions for people falling into the identified diverse populations since initial licensure and number of promotions offered.

4. Identify the number of jobs created since initial licensure.

5. Provide evidence of the job postings used.

Acknowledgements

Altai acknowledges 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. Any actions taken, or programs instituted, by Altai will not violate the Commission's regulations with respect to limitations on ownership or control or other applicable state laws. Further, Altai will be required to document progress or success of this plan, in its entirety, annually upon renewal of its license.