



William Francis Galvin
Secretary of the
Commonwealth

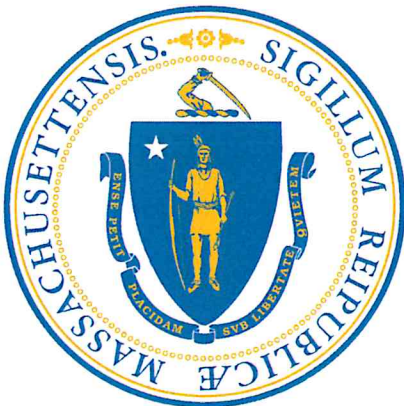
The Commonwealth of Massachusetts
Secretary of the Commonwealth
State House, Boston, Massachusetts 02133

Date: March 08, 2019

To Whom It May Concern :

I hereby certify that according to the records of this office,
SIRA NATURALS, INC.

is a domestic corporation organized on **February 07, 2018** , under the General Laws of the Commonwealth of Massachusetts. I further certify that there are no proceedings presently pending under the Massachusetts General Laws Chapter 156D section 14.21 for said corporation's dissolution; that articles of dissolution have not been filed by said corporation; that, said corporation has filed all annual reports, and paid all fees with respect to such reports, and so far as appears of record said corporation has legal existence and is in good standing with this office.



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

William Francis Galvin

Secretary of the Commonwealth

Certificate Number: 19030154290

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

Processed by:



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

mass.gov/dor

Letter ID: L1387499136
Notice Date: January 22, 2019
Case ID: 0-000-671-357



CERTIFICATE OF GOOD STANDING AND/OR TAX COMPLIANCE



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

000027

Why did I receive this notice?

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

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

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

What if I have questions?

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

Visit us online!

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

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

Edward W. Coyle, Jr., Chief
Collections Bureau

[Signature]

Examiner

[Signature]

Name
Approved

The Commonwealth of Massachusetts

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

ARTICLES OF ORGANIZATION (General Laws, Chapter 180)

ARTICLE I

The exact name of the corporation is:

Bay State Patients Group, Inc.

ARTICLE II

The purpose of the corporation is to engage in the following activities:

The purpose of Bay State Patients Group, Inc. is to offer patient centered therapies in a holistic way in the spirit of renewing the age old concept that good physical health is intimately related to the body's connection to both the healthy mind and healthy soul.

The Corporation is and shall at all times be operated exclusively within the meaning of Massachusetts General Laws c. 180, as amended.

In connection therewith, the Corporation may engage in any such other activities and programs, including grant making, in furtherance of the foregoing purposes as may be carried out by a corporation organized under Massachusetts General Laws, c. 180.

C ☐
P ☐
M ☐
R.A. ☐

[Signature]

P.C.

Note: If the space provided under any article or item on this form is insufficient, additions shall be set forth on one side only of separate 8 1/2 x 11 sheets of paper with a left margin of at least 1 inch. Additions to more than one article may be made on a single sheet so long as each article requiring each addition is clearly indicated.

ARTICLE III

A corporation may have one or more classes of members. If it does, the designation of such classes, the manner of election or appointments, the duration of membership and the qualification and rights, including voting rights, of the members of each class, may be set forth in the by-laws of the corporation or may be set forth below:

The corporation shall have no members.

ARTICLE IV

**Other lawful provisions, if any, for the conduct and regulation of the business and affairs of the corporation, for its voluntary dissolution, or for limiting, defining, or regulating the powers of the corporation, or of its directors or members, or of any class of members, are as follows:

See Continuations Sheet IVA, attached and incorporated herein.

ARTICLE V

The by-laws of the corporation have been duly adopted and the initial directors, president, treasurer and clerk or other presiding, financial or recording officers, whose names are set out on the following page, have been duly elected.

***If there are no provisions, state "None".*

Note: The preceding four (4) articles are considered to be permanent and may only be changed by filing appropriate Articles of Amendment.

Continuation Sheet IVA

Bay State Patients Group, Inc. Continuation Sheet to Articles of Organization

Article IV.

4. Other lawful provisions, if any, for the conduct and regulation of the business and affairs of the corporation, for its voluntary dissolution, or for limiting, defining, or regulating the power of the corporation, or of its directors, officers, or members are as follows:

(a) In addition to the powers granted to the corporation by General Laws, Chapter 180, the corporation shall have and may exercise in furtherance of its corporate purposes each of the powers specified in Sections 9A of Massachusetts General Laws Chapter 156B.

(b) The directors may make, amend or repeal the By-laws in whole or in part.

(c) No part of the net earnings of the corporation shall inure to the benefit of, or be distributed to its directors, officers, private shareholders or individuals except that the corporation shall be authorized and empowered to pay reasonable compensation for services actually rendered and to make payments and distributions in furtherance of the corporation's purposes set forth in Article 2 of these Articles of Organization. ✓

(d) Except as may be otherwise required by law, the corporation may at any time authorize a petition for its dissolution to be filed with the Supreme Judicial Court of the Commonwealth of Massachusetts by the affirmative vote of a majority of the directors of the corporation then in office; provided, however, that in the event of any liquidation, dissolution, termination or winding up of the corporation (whether voluntary, involuntary or by operation of the law), the property or assets of the corporation remaining after providing for the payment of its debt and obligations shall be conveyed, transferred, distributed and set over outright to one or more nonprofit organizations having similar purposes, as a majority of the total number of the directors of the corporation may by vote designate and in such proportions and in such manner as may be determined in such vote. ✓

(g) No officer or director shall be personally liable to the corporation for monetary damages for any breach of fiduciary duty by such officer or director as an officer or director notwithstanding any provision of law imposing such liability, except that, to the extent provided by applicable law, this provision shall

not eliminate or limit the liability of any officer or director (i) for breach of the officer's or director's duty of loyalty to the corporation (ii) for acts or omission not in good faith or which involve intentional misconduct or a knowing violation of law or (iii) for any transaction from which the officer or director derived an improper personal benefit. No amendment or repeal of this provision shall deprive an officer or director of the benefit hereof with respect to any act or omission occurring prior to such amendment or repeal.

ARTICLE VI

The effective date of organization of the corporation shall be the date approved and filed by the Secretary of the Commonwealth. If a later effective date is desired, specify such date which shall not be more than *thirty days* after the date of filing.

ARTICLE VII

The information contained in Article VII is not a permanent part of the Articles of Organization.

a. The street address (post office boxes are not acceptable) of the principal office of the corporation *in Massachusetts* is:

909 Beacon Street, Boston, MA 02215

b. The name, residential address and post office address of each director and officer of the corporation is as follows:

	NAME	RESIDENTIAL ADDRESS	POST OFFICE ADDRESS
President:			
Treasurer:		See Continuation Sheet VII b attached	
Clerk:		and incorporated herein	
Directors: (or officers having the powers of directors)			

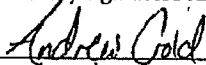
c. The fiscal year of the corporation shall end on the last day of the month of: December

d. The name and business address of the resident agent, if any, of the corporation is:

n/a

I/We, the below signed incorporator(s), do hereby certify under the pains and penalties of perjury that I/we have not been convicted of any crimes relating to alcohol or gaming within the past ten years. I/We do hereby further certify that to the best of my/our knowledge the above-named officers have not been similarly convicted. If so convicted, explain.

IN WITNESS WHEREOF AND UNDER THE PAINS AND PENALTIES OF PERJURY, I/we, whose signature(s) appear below as incorporator(s) and whose name(s) and business or residential address(es) are clearly typed or printed beneath each signature, do hereby associate with the intention of forming this corporation under the provisions of General Laws, Chapter 180 and do hereby sign these Articles of Organization as incorporator(s) this 13 day of June, 20 13.



Andrew Gold

Note: If an existing corporation is acting as incorporator, type in the exact name of the corporation, the state or other jurisdiction where it was incorporated, the name of the person signing on behalf of said corporation and the title he/she holds or other authority by which such action is taken.

Continuation Sheet VII.b

Article VII.b

The name, residential address and post office address of each director and officer of the corporation is as follows:

Officers

<u>Office</u>	<u>Name</u>	<u>Residential Address</u>	<u>Post Office Address</u>
President	Andrew Gold	909 Beacon Street Boston, MA 02215	Same
Treasurer	Andrew Gold	909 Beacon Street Boston, MA 02215	Same
Secretary/ Clerk	Andrew Gold	909 Beacon Street ✓ Boston, MA 02215	Same

Directors

<u>Name</u>	<u>Residential Address</u>	<u>Post Office Address</u>
Andrew Gold	909 Beacon Street Boston, MA 02215	

THE COMMONWEALTH OF MASSACHUSETTS

ARTICLES OF ORGANIZATION
(General Laws, Chapter 180)

1208

I hereby certify that, upon examination of these Articles of Organization, duly submitted to me, it appears that the provisions of the General Laws relative to the organization of corporations have been complied with, and I hereby approve said articles; and the filing fee in the amount of \$ 35 having been paid, said articles are deemed to have been filed with me this 18 day of June 2013.

Effective date: _____



WILLIAM FRANCIS GALVIN
Secretary of the Commonwealth

1200702

SECRETARY OF THE
COMMONWEALTH
2013 JUN 18 PM 3:57
CORPORATIONS DIVISION

TO BE FILLED IN BY CORPORATION
Contact information:

Elizabeth S. Reinhardt

Law Offices of Elizabeth S. Reinhardt

33 Bradford Street, Concord, MA 01742

Telephone: (978) 341-4628

Email: ereinhardt@lizreinhardtllaw.com

A copy this filing will be available on-line at www.state.ma.us/sec/cor once the document is filed.



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

William Francis Galvin
Secretary of the
Commonwealth

November 27, 2017

TO WHOM IT MAY CONCERN:

I hereby certify that

BAY STATE PATIENTS GROUP, INC.

appears by the records of this office to have been incorporated under the General Laws of this Commonwealth on **June 18, 2013 (Chapter 180)**.

I also certify that by Articles of Amendment filed here **August 19, 2013**, the name of said corporation was changed to **BAY STATE RELIEF, INC.**

I further certify that by Articles of Amendment filed here **February 14, 2014**, the name of said corporation was changed to **MILFORD MEDICINALS INC.**

I also certify that by Articles of Amendment filed here **December 9, 2015**, the name of said corporation was changed to **SAGE CANNABIS, INC.**

I further certify that by Articles of Amendment filed here **January 18, 2017**, the name of said corporation was changed to **SAGE BIOTECH, INC.**

I also certify that by Articles of Amendment filed here **April 30, 2017**, the name of said corporation was changed to **SAGE NATURALS, INC.**

I further certify that by Articles of Amendment filed here **November 27, 2017**, the name of said corporation was changed to **SIRA NATURALS, INC.**

I also certify that so far as appears of record here, said corporation still has legal existence.

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



Processed By:TAA

AMENDED & RESTATED BY-LAWS

OF

SIRA NATURALS, INC.
(a Massachusetts corporation)

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ARTICLE I

SHAREHOLDERS

Section 1. Annual Meeting. The Corporation shall hold an annual meeting of shareholders at a time fixed by the Directors. The purposes for which the annual meeting is to be held, in addition to those prescribed by the Articles of Organization, if any, shall be for electing directors and for such other purposes as shall be specified in the notice for the meeting, and only business within such purposes may be conducted at the meeting. In the event an annual meeting is not held at the time fixed in accordance with these Amended and Restated By-Laws (these "**By-Laws**") or the time for an annual meeting is not fixed in accordance with these By-Laws to be held within thirteen (13) months after the last annual meeting was held, the Corporation may designate a special meeting held thereafter as a special meeting in lieu of the annual meeting, and the meeting shall have all of the effect of an annual meeting.

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

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

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

Section 5. Waiver of Notice. A shareholder may waive any notice required by law, the Articles of Organization, or these By-Laws before or after the date and time stated in the notice. The waiver shall be in writing, be signed by the shareholder entitled to the notice, and be delivered to the Corporation for inclusion with the records of the meeting. A shareholder's attendance at a meeting: (a) waives objection to lack of notice or defective notice of the meeting, unless the shareholder at the beginning of the meeting objects to holding the meeting or transacting business at the meeting; and (b) waives objection to consideration of a particular

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

Section 6. Quorum.

(a) Unless otherwise provided by law, or in the Articles of Organization, these By-Laws or a resolution of the Directors requiring satisfaction of a greater quorum requirement for any voting group, a majority of the votes entitled to be cast on the matter by a voting group constitutes a quorum of that voting group for action on that matter. As used in these By-Laws, a voting group includes all shares of one or more classes or series that, under the Articles of Organization or Mass. Gen. L. Ch. 156D, as in effect from time to time (the "MBCA"), are entitled to vote and to be counted together collectively on a matter at a meeting of shareholders.

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

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

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

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

Section 9. Action without Meeting by Written Consent.

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

(b) If action is to be taken pursuant to the consent of voting shareholders without a meeting, the Corporation, at least seven (7) days before the action pursuant to the consent is taken, shall give notice, which complies in form with the requirements of Article III, of the action: (i) to nonvoting shareholders in any case where such notice would be required by law if the action were to be taken pursuant to a vote by voting shareholders at a meeting; and (ii) if the action is to be taken pursuant to the consent of less than all the shareholders entitled to vote on the matter, to all shareholders entitled to vote who did not consent to the action. The notice shall contain, or be accompanied by, the same material that would have been required by law to be sent to shareholders in or with the notice of a meeting at which the action would have been submitted to the shareholders for approval.

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

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

of Directors may adopt. Shareholders, proxyholders and attorneys-in-fact not physically present at a meeting of shareholders may, by means of remote communications: (i) participate in a meeting of shareholders; and (ii) be deemed present in person and vote at a meeting of shareholders whether such meeting is to be held at a designated place or solely by means of remote communication, provided that: (x) the Corporation shall implement reasonable measures to verify that each person deemed present and permitted to vote at the meeting by means of remote communication is a shareholder, proxyholder or attorney-in-fact; (y) the Corporation shall implement reasonable measures to provide such shareholders, proxyholders and attorneys-in-fact a reasonable opportunity to participate in the meeting and to vote on matters submitted to the shareholders, including an opportunity to read or hear the proceedings of the meeting substantially concurrently with such proceedings; and (z) if any shareholder, proxyholder or attorney-in-fact votes or takes other action at the meeting by means of remote communication, a record of such vote or other action shall be maintained by the Corporation.

Section 12. Form of Shareholder Action.

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

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

Section 13. Shareholders List for Meeting.

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

(b) The shareholders list shall be available for inspection by any shareholder, beginning two (2) business days after notice is given of the meeting for which the list was

prepared and continuing through the meeting: (i) at the Corporation's principal office or at a place identified in the meeting notice in the city where the meeting will be held; or (ii) on a reasonably accessible electronic network, provided that the information required to gain access to such list is provided with the notice of the meeting. If the meeting is to be held solely by means of remote communication, the list shall be made available on an electronic network.

(c) A shareholder, his or her agent, or attorney is entitled on written demand to inspect and, subject to the requirements of Section 2(c) of Article VI of these By-Laws, to copy the list, during regular business hours and at his or her expense, during the period it is available for inspection.

(d) The Corporation shall make the shareholders list available at the meeting, and any shareholder or his or her agent or attorney is entitled to inspect the list at any time during the meeting or any adjournment.

ARTICLE II

DIRECTORS

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

Section 2. Number and Election. The Board of Directors shall consist of one or more individuals, with the number fixed by the shareholders at the annual meeting or by the Board of Directors. The number of directors constituting the Board of Directors shall initially be fixed at five (5) until the first annual meeting of stockholders. Except as otherwise provided in these By-Laws or the Articles of Organization, the Directors shall be elected by the shareholders at the annual meeting.

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

Section 4. Chairman of the Board and Vice-Chairman of the Board. The Board of Directors may appoint: (a) a Chairman of the Board; and (b) a Vice-Chairman of the Board. The Chairman of the Board, if any, shall preside at all meetings of the Board of Directors and of the stockholders at which such person shall be present. If the Board of Directors appoints a Chairman of the Board, he or she shall also perform such duties and possess such powers as are assigned by the Board of Directors and as may be provided by law. If the Board of Directors appoints a Vice-Chairman of the Board, he or she shall, in the absence or disability of the Chairman of the Board, perform the duties and exercise the powers of the Chairman of the Board.

and shall perform such other duties and possess such other powers as may from time to time be vested by the Board of Directors.

Section 5. Change in Size of the Board of Directors. The number of Directors may be fixed or changed from time to time by the shareholders or the Board of Directors, and the Board of Directors may increase or decrease the number of Directors last approved by the shareholders.

Section 6. Tenure. The terms of all Directors shall expire at the next annual shareholders' meeting following their election. A decrease in the number of Directors does not shorten an incumbent Director's term. The term of a Director elected to fill a vacancy shall expire at the next shareholders' meeting at which Directors are elected. Despite the expiration of a Director's term, he or she shall continue to serve until his or her successor is elected and qualified or until there is a decrease in the number of Directors.

Section 7. Resignation. A Director may resign at any time by delivering written notice of resignation to the Board of Directors, the Chairman of the Board, or to the Corporation. A resignation is effective when the notice is delivered unless the notice specifies a later effective date.

Section 8. Removal. Except as otherwise provided in any written agreement to which the Corporation is a party: (a) the shareholders may remove one or more Directors with or without cause; (b) a Director may be removed for cause by the Directors by vote of a majority of the Directors then in office; and (c) a Director may be removed by the shareholders or the Directors only at a meeting called for the purpose of removing him or her, and the meeting notice must state that the purpose, or one of the purposes, of the meeting is removal of the Director.

Section 9. Regular Meetings. Regular meetings of the Board of Directors may be held at such times and places as shall from time to time be fixed by the Board of Directors without notice of the date, time, place or purpose of the meeting.

Section 10. Special Meetings. Special meetings of the Board of Directors may be called by the President, by the Secretary, by any two Directors, or by one Director in the event that there is only one Director.

Section 11. Notice. Special meetings of the Board must be preceded by at least 24 hours' notice of the date, time and place of the meeting. The notice need not describe the purpose of the special meeting. All notices to directors shall conform to the requirements of Article III.

Section 12. Waiver of Notice. A Director may waive any notice before or after the date and time of the meeting. The waiver shall be in writing, signed by the Director entitled to the notice, or in the form of an electronic transmission by the Director to the Corporation, and filed with the minutes or corporate records. A Director's attendance at or participation in a meeting waives any required notice to him or her of the meeting unless the Director at the beginning of the meeting, or promptly upon his or her arrival, objects to holding the meeting or transacting business at the meeting and does not thereafter vote for or assent to action taken at the meeting.

Section 13. Quorum. A quorum of the Board of Directors consists of a majority of the Directors then in office, provided always that any number of Directors (whether one or more and

whether or not constituting a quorum) constituting a majority of Directors present at any meeting or at any adjourned meeting may make any reasonable adjournment thereof.

Section 14. Action at Meeting. If a quorum is present when a vote is taken, the affirmative vote of a majority of Directors present is the act of the Board of Directors. A Director who is present at a meeting of the Board of Directors or a committee of the Board of Directors when corporate action is taken is considered to have assented to the action taken unless: (a) he or she objects at the beginning of the meeting, or promptly upon his or her arrival, to holding it or transacting business at the meeting; (b) his or her dissent or abstention from the action taken is entered in the minutes of the meeting; or (c) he or she delivers written notice of his or her dissent or abstention to the presiding officer of the meeting before its adjournment or to the Corporation immediately after adjournment of the meeting. The right of dissent or abstention is not available to a Director who votes in favor of the action taken.

Section 15. Action Without Meeting. Any action required or permitted to be taken by the Directors may be taken without a meeting if the action is taken by the unanimous consent of the members of the Board of Directors. The action must be evidenced by one or more consents describing the action taken, in writing, signed by each Director, or delivered to the Corporation by electronic transmission, to the address specified by the Corporation for the purpose or, if no address has been specified, to the principal office of the Corporation, addressed to the Secretary or other officer or agent having custody of the records of proceedings of Directors, and included in the minutes or filed with the corporate records reflecting the action taken. Action taken under this Section is effective when the last Director signs or delivers the consent, unless the consent specifies a different effective date. A consent signed or delivered under this Section has the effect of a meeting vote and may be described as such in any document.

Section 16. Meetings Not in Person. The Board of Directors may permit any or all Directors to participate in a regular or special meeting by, or conduct the meeting through the use of, any means of communication by which all Directors participating may simultaneously hear each other during the meeting. A Director participating in a meeting by this means is considered to be present in person at the meeting.

Section 17. Committees. The Board of Directors may create one or more committees and appoint members of the Board of Directors to serve on them. Each committee may have one or more members, who serve at the pleasure of the Board of Directors. The creation of a committee and appointment of members to it must be approved by a majority of all the Directors in office when the action is taken. Article III and Sections 11 through 16 of this Article shall apply to committees and their members. To the extent specified by the Board of Directors, each committee may exercise the authority of the Board of Directors. A committee may not, however: (a) authorize distributions; (b) approve or propose to shareholders action that the MBCA requires be approved by shareholders; (c) change the number of the Board of Directors, remove Directors from office or fill vacancies on the Board of Directors; (d) amend the Articles of Organization; (e) adopt, amend or repeal By-Laws; or (f) authorize or approve reacquisition of shares, except according to a formula or method prescribed by the Board of Directors. The creation of, delegation of authority to, or action by a committee does not alone constitute compliance by a Director with the standards of conduct described in Section 19 of this Article.

Section 18. Compensation. The Board of Directors may fix the compensation of Directors.

Section 19. Standard of Conduct for Directors.

(a) A Director shall discharge his or her duties as a Director, including his or her duties as a member of a committee: (i) in good faith; (ii) with the care that a person in a like position would reasonably believe appropriate under similar circumstances; and (iii) in a manner the Director reasonably believes to be in the best interests of the Corporation. In determining what the Director reasonably believes to be in the best interests of the Corporation, a Director may consider the interests of the Corporation's employees, suppliers, creditors and customers, the economy of the state, the region and the nation, community and societal considerations, and the long-term and short-term interests of the Corporation and its shareholders, including the possibility that these interests may be best served by the continued independence of the Corporation.

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

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

Section 20. Conflict of Interest.

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

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

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

(iii) the transaction was fair to the Corporation.

(b) For purposes of this Section, and without limiting the interests that may create conflict of interest transactions, a Director of the Corporation has an indirect interest in a

transaction if: (i) another entity in which he or she has a material financial interest or in which he or she is a general partner is a party to the transaction; or (ii) another entity of which he or she is a director, officer, manager or trustee or in which he or she holds another position is a party to the transaction and the transaction is or should be considered by the Board of Directors of the Corporation.

(c) For purposes of clause (1) of subsection (a), a conflict of interest transaction is authorized, approved, or ratified if it receives the affirmative vote of a majority of the Directors on the Board of Directors (or on the committee) who have no direct or indirect interest in the transaction, but a transaction may not be authorized, approved, or ratified under this Section by a single Director. If a majority of the Directors who have no direct or indirect interest in the transaction vote to authorize, approve, or ratify the transaction, a quorum is present for the purpose of taking action under this Section. The presence of, or a vote cast by, a Director with a direct or indirect interest in the transaction does not affect the validity of any action taken under clause (1) of subsection (a) if the transaction is otherwise authorized, approved, or ratified as provided in that subsection.

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

Section 21. Loans to Directors. The Corporation may not lend money to, or guarantee the obligation of a Director of, the Corporation unless: (a) the specific loan or guarantee is approved by a majority of the votes represented by the outstanding voting shares of all classes, voting as a single voting group, except the votes of shares owned by or voted under the control of the benefited Director; or (b) the Corporation's Board of Directors determines that the loan or guarantee benefits the Corporation and either approves the specific loan or guarantee or a general plan authorizing loans and guarantees. The fact that a loan or guarantee is made in violation of this Section shall not affect the borrower's liability on the loan.

ARTICLE III

MANNER OF NOTICE

All notices hereunder shall conform to the following requirements:

Section 1. Written Notice. Notice shall be in writing unless oral notice is reasonable under the circumstances. Notice by electronic transmission is written notice.

Section 2. Method of Notice. Notice may be communicated in person; by telephone, voice mail or other electronic means; by mail; by electronic transmission; or by messenger or delivery service. If these forms of personal notice are impracticable, notice may be communicated by a newspaper of general circulation in the area where published; or by radio, television, or other form of public broadcast communication.

Section 3. Effectiveness of Notice; General. Written notice, other than notice by electronic transmission, if in a comprehensible form, is effective upon deposit in the United States mail, if mailed post-paid and correctly addressed to the shareholder's address shown in the Corporation's current record of shareholders.

Section 4. Effectiveness of Electronic Notice. Written notice by electronic transmission, if in comprehensible form, is effective: (a) if by facsimile telecommunication, when directed to a number furnished by the shareholder for the purpose; (b) if by electronic mail, when directed to an electronic mail address furnished by the shareholder for the purpose; (c) if by a posting on an electronic network together with separate notice to the shareholder of such specific posting, directed to an electronic mail address furnished by the shareholder for the purpose, upon the later of (i) such posting and (ii) the giving of such separate notice; and (iii) if by any other form of electronic transmission, when directed to the shareholder in such manner as the shareholder shall have specified to the Corporation. An affidavit of the Secretary or an Assistant Secretary of the Corporation, the transfer agent or other agent of the Corporation that the notice has been given by a form of electronic transmission shall, in the absence of fraud, be prima facie evidence of the facts stated therein.

Section 5. Other Effectiveness of Notice. Except as provided in Sections 3 and 4 of the Article III, written notice, if in a comprehensible form, is effective at the earliest of the following: (a) when received; or (b) on the date of publication if notice by publication is permitted.

Section 6. Effectiveness of Oral Notice. Oral notice is effective when communicated if communicated in a comprehensible manner.

ARTICLE IV

OFFICERS

Section 1. Enumeration. The Corporation shall have a Chief Executive Officer, a President, a Treasurer, a Secretary and such other officers as may be appointed by the Board of Directors from time to time in accordance with these By-Laws, including, but not limited to, one or more Vice Presidents, Assistant Treasurers and Assistant Secretaries.

Section 2. Appointment. The officers shall be appointed by the Board of Directors. A duly appointed officer may appoint one or more officers or assistant officers if authorized by the Board of Directors. Each officer has the authority and shall perform the duties set forth in these By-Laws or, to the extent consistent with these By-Laws, the duties prescribed by the Board of Directors or by direction of an officer authorized by the Board of Directors to prescribe the duties of other officers.

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

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

Section 5. Resignation. An officer may resign at any time by delivering notice of the resignation to the Corporation. A resignation is effective when the notice is delivered unless the notice specifies a later effective date. If a resignation is made effective at a later date and the Corporation accepts the future effective date, the Board of Directors may fill the pending vacancy before the effective date if the Board of Directors provides that the successor shall not take office until the effective date. An officer's resignation shall not affect the Corporation's contract rights, if any, with the officer.

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

Section 7. Chief Executive Officer. The Chief Executive Officer shall have the duties and responsibilities as customarily belong to the office of Chief Executive Officer and shall have charge of the affairs of the Corporation subject to the supervision of the Board of Directors. Unless a Chairman of the Board and/or Vice-Chairman of the Board is elected by the Board of Directors, the Chief Executive Officer shall preside at all meetings of the stockholders, and if the Chief Executive Officer is a director, at all meetings of the Board of Directors.

Section 8. President. The President shall, subject to the direction of the Board of Directors and the Chief Executive Officer, have general charge and supervision of the day-to-day operations and business of the Corporation. Unless the Board of Directors has designated the Chairman of the Board or another officer as Chief Executive Officer, the President shall be the Chief Executive Officer of the Corporation. The President shall perform such other duties and shall have such other powers as the Board of Directors and/or the Chief Executive Officer may from time to time prescribe. The President shall execute bonds, mortgages and other contracts requiring a seal, under the seal of the Corporation, except where required or permitted by law to be otherwise signed and executed and except where the signing and execution thereof shall be expressly delegated by the Board of Directors to some other officer or agent of the Corporation.

Section 9. Vice Presidents. Any Vice President shall perform such duties and possess such powers as the Board of Directors or the Chief Executive Officer or President may from time to time prescribe. In the event of the absence, inability or refusal to act of the Chief Executive Officer and the President, the Vice President (or if there shall be more than one, the Vice Presidents in the order determined by the Board of Directors, or in the absence of any determination, then in the order of their election) shall perform the duties of the Chief Executive Officer and President (as applicable) and when so performing shall have all the powers of and be subject to all the restrictions upon the President. The Board of Directors may assign to any Vice

President the title of Executive Vice President, Senior Vice President or any other title selected by the Board of Directors.

Section 10. Treasurer. The Treasurer shall, subject to the direction of the Directors, have general charge of the financial affairs of the Corporation and shall cause to be kept accurate books of accounts. He or she shall have custody of all funds, securities, and valuable documents of the Corporation, except as the Directors may otherwise provide. The Treasurer shall perform such duties and have such powers additional to the foregoing as the Directors may designate.

Section 11. Secretary. The Secretary shall have responsibility for preparing minutes of the Directors' and shareholders' meetings and for authenticating records of the Corporation. The Secretary shall perform such duties and have such powers additional to the foregoing as the Directors shall designate.

Section 12. Standards Of Conduct For Officers. An officer shall discharge his or her duties: (a) in good faith; (b) with the care that a person in a like position would reasonably exercise under similar circumstances; and (c) in a manner the officer reasonably believes to be in the best interests of the Corporation. In discharging his or her duties, an officer, who does not have knowledge that makes reliance unwarranted, is entitled to rely on information, opinions, reports, or statements, including financial statements and other financial data, if prepared or presented by: (i) one or more officers or employees of the Corporation whom the officer reasonably believes to be reliable and competent with respect to the information, opinions, reports or statements presented; or (ii) legal counsel, public accountants, or other persons retained by the Corporation as to matters involving skills or expertise the officer reasonably believes are matters (x) within the particular person's professional or expert competence or (y) as to which the particular person merits confidence. An officer shall not be liable to the Corporation or its shareholders for any decision to take or not to take any action taken, or any failure to take any action, as an officer, if the duties of the officer are performed in compliance with this Section.

ARTICLE V

PROVISIONS RELATING TO SHARES

Section 1. Issuance and Consideration. The Board of Directors may issue the number of shares of each class or series authorized by the Articles of Organization. The Board of Directors may authorize shares to be issued for consideration consisting of any tangible or intangible property or benefit to the Corporation, including cash, promissory notes, services performed, contracts for services to be performed, or other securities of the Corporation. Before the Corporation issues shares, the Board of Directors shall determine that the consideration received or to be received for shares to be issued is adequate. The Board of Directors shall determine the terms upon which the rights, options or warrants for the purchase of shares or other securities of the Corporation are issued and the terms, including the consideration, for which the shares or other securities are to be issued.

Section 2. Share Certificates. If shares are represented by certificates, at a minimum each share certificate shall state on its face: (a) the name of the Corporation and that it is organized

under the laws of The Commonwealth of Massachusetts; (b) the name of the person to whom issued; and (c) the number and class of shares and the designation of the series, if any, the certificate represents. If different classes of shares or different series within a class are authorized, then the variations in rights, preferences and limitations applicable to each class and series, and the authority of the Board of Directors to determine variations for any future class or series, must be summarized on the front or back of each certificate. Alternatively, each certificate may state conspicuously on its front or back that the Corporation will furnish the shareholder this information on request in writing and without charge. Each share certificate shall be signed, either manually or in facsimile, by the: (i) Chief Executive Officer or the President; and (ii) by the Treasurer or the Secretary. If the person who signed, either manually or in facsimile, a share certificate no longer holds office when the certificate is issued, the certificate shall be nevertheless valid.

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

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

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

ARTICLE VI

CORPORATE RECORDS

Section 1. Records to be Kept.

(a) The Corporation shall keep as permanent records minutes of all meetings of its shareholders and Board of Directors, a record of all actions taken by the shareholders or Board of Directors without a meeting, and a record of all actions taken by a committee of the Board of Directors in place of the Board of Directors on behalf of the Corporation. The Corporation shall maintain appropriate accounting records. The Corporation or its agent shall maintain a record of its shareholders, in a form that permits preparation of a list of the names

and, addresses of all shareholders, in alphabetical order by class of shares showing the number and class of shares held by each. The Corporation shall maintain its records in written form or in another form capable of conversion into written form within a reasonable time.

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

(i) its Articles of Organization and all amendments and/or restatements to them currently in effect;

(ii) its By-Laws and all amendments and/or restatements to them currently in effect;

(iii) resolutions adopted by its Board of Directors creating one or more classes or series of shares, and fixing their relative rights, preferences, and limitations, if shares issued pursuant to those resolutions are outstanding;

(iv) the minutes of all shareholders' meetings, and records of all action taken by shareholders without a meeting, for the past three (3) years;

(v) all written communications to shareholders generally within the past three years, including the financial statements furnished under Section 16.20 of the MBCA for the past three (3) years;

(vi) a list of the names and business addresses of its current Directors and officers; and

(vii) its most recent annual report delivered to the Secretary of The Commonwealth of Massachusetts.

Section 2. Inspection of Records by Shareholders.

(a) A shareholder is entitled to inspect and copy, during regular business hours at the office where they are maintained pursuant to Section 1(b) of this Article, copies of any of the records of the Corporation described in said Section if he or she gives the Corporation written notice of his or her demand at least five (5) business days before the date on which he or she wishes to inspect and copy.

(b) A shareholder is entitled to inspect and copy, during regular business hours at a reasonable location specified by the Corporation, any of the following records of the Corporation if the shareholder meets the requirements of subsection (c) and gives the Corporation written notice of his or her demand at least five (5) business days before the date on which he or she wishes to inspect and copy:

(i) excerpts from minutes reflecting action taken at any meeting of the Board of Directors, records of any action of a committee of the Board of Directors while acting in place of the Board of Directors on behalf of the Corporation, minutes of any meeting of the

shareholders, and records of action taken by the shareholders or Board of Directors without a meeting, to the extent not subject to inspection under subsection (a) of this Section 1;

(ii) accounting records of the Corporation, but if the financial statements of the Corporation are audited by a certified public accountant, inspection shall be limited to the financial statements and the supporting schedules reasonably necessary to verify any line item on those statements; and

(iii) the record of shareholders described in Section 1(a) of this Article.

(c) A shareholder may inspect and copy the records described in subsection (b) of this Section 1 only if:

(i) his or her demand is made in good faith and for a proper purpose;

(ii) he or she describes with reasonable particularity his or her purpose and the records he or she desires to inspect;

(iii) the records are directly connected with his or her purpose; and

(iv) the Corporation shall not have determined in good faith that disclosure of the records sought would adversely affect the Corporation in the conduct of its business.

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

Section 3. Scope of Inspection Right.

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

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

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

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

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

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

ARTICLE VII

INDEMNIFICATION

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

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

"Director" or "officer", an individual who is or was a Director or officer, respectively, of the Corporation or who, while a Director or officer of the Corporation, is or was serving at the Corporation's request as a director, officer, manager, partner, trustee, employee, or agent of another domestic or foreign corporation, limited liability company, partnership, joint venture, trust, employee benefit plan, or other entity. A Director or officer is considered to be serving an employee benefit plan at the Corporation's request if his or her duties to the Corporation also impose duties on, or otherwise involve services by, him or her to the plan or to participants in or beneficiaries of the plan. "Director" or "officer" includes, unless the context requires otherwise, the estate or personal representative of a Director or officer.

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

"Expenses", all reasonable expenses incurred by a Party in connection with a Proceeding, includes counsel fees.

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

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

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

Section 2. Indemnification of Directors and Officers.

(a) Except as otherwise provided in this Section 2, the Corporation shall indemnify to the fullest extent permitted by law an individual who is a party to a Proceeding because he or she is a Director or officer against liability incurred in the Proceeding if:

(i) (x) he or she conducted himself or herself in good faith; (y) he or she reasonably believed that his or her conduct was in the best interests of the Corporation or that his or her conduct was at least not opposed to the best interests of the Corporation; and (z) in the case of any criminal proceeding, he or she had no reasonable cause to believe his or her conduct was unlawful; or

(ii) he or she engaged in conduct for which he or she shall not be liable under a provision of the Articles of Organization authorized by Section 2.02(b)(4) of the MBCA or any successor provision to such Section.

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

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

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

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

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

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

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

(a) if there are two or more Disinterested Directors, by the Board of Directors by a majority vote of all the Disinterested Directors, a majority of whom shall for such purpose constitute a quorum, or by a majority of the members of a committee of two (2) or more Disinterested Directors appointed by vote;

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

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

Section 5. Notification and Defense of Claim; Settlements.

(a) In addition to and without limiting the foregoing provisions of this Article and except to the extent otherwise required by law, it shall be a condition of the Corporation's obligation to indemnify under Section 2 of this Article (in addition to any other condition provide in these By-Laws or by law) that the Party asserting, or proposing to assert, the right to be indemnified, must notify the Corporation in writing as soon as practicable of any Proceeding or investigation involving such Party for which indemnity will or could be sought, but the failure to so notify shall not affect the Corporation's obligation to indemnify except to the extent the Corporation is adversely affected thereby. With respect to any Proceeding as to which the Corporation is so notified, the Corporation will be entitled to participate therein at its own expense and/or to assume the defense thereof at its own expense, with legal counsel reasonably acceptable to the applicable Party. After notice from the Corporation to such Party of its election so to assume such defense, the Corporation shall not be liable to such Party for any legal or other expenses subsequently incurred by such Party in connection with such Proceeding or investigation other than as provided below in this subsection (a). The applicable Party shall have the right to employ his or her own counsel in connection with such Proceeding or investigation, but the fees and expenses of such counsel incurred after notice from the Corporation of its assumption of the defense thereof shall be at the expense of such Party unless: (i) the employment of counsel by such Party has been authorized by the Corporation; (ii) counsel to such Party shall have reasonably concluded, in a writing provided to the Corporation, that there may be a conflict of interest or position on any significant issue between the Corporation and such Party in the conduct of the defense of such Proceeding or investigation; or (iii) the Corporation shall not in fact have employed counsel to assume the defense of such Proceeding or investigation, in each of which cases the Expenses of counsel for such Party shall be at the expense of the Corporation, except as otherwise expressly provided by this Article. The Corporation shall not be entitled, without the consent of the applicable Party, to assume the defense of any claim brought by or in the right of the Corporation or as to which counsel for such Party shall have reasonably made the conclusion provided for in clause (ii) above.

(b) The Corporation shall not be required to indemnify any applicable Party under this Article for any amounts paid in settlement of any Proceeding unless authorized in the same manner as the determination that indemnification is permissible under Section 4 of this Article, except that if there are fewer than two (2) Disinterested Directors, authorization of indemnification shall be made by the Board of Directors, in which authorization Directors who do not qualify as Disinterested Directors may participate. The Corporation shall not settle any Proceeding or investigation without the applicable Party's written consent unless such settlement: (i) includes a full release of the applicable Party from all claims comprising the Proceeding or investigation; (ii) does not in any manner indicate that the applicable Party contributed to or was responsible for the cause of any claims comprising the Proceeding or investigation; or (iii) does not impose any obligations upon the applicable Party or requires the applicable Party to take any action. Neither the Corporation nor such Party will unreasonably withhold their consent to any proposed settlement.

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

Section 7. Application of this Article.

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

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

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

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

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

ARTICLE VIII

FISCAL YEAR

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

ARTICLE IX

AMENDMENTS

Section 1. General. These By-Laws amend and restate, in their entirety, the By-laws of the Corporation adopted on June 13, 2013, as amended to date. The power to make, amend or repeal these By-Laws shall be in the shareholders. If authorized by the Articles of Organization, the Board of Directors may also make, amend or repeal these By-Laws in whole or in part, except with respect to any provision thereof which by virtue of an express provision in the MBCA, the Articles of Organization, or these By-Laws, requires action by the shareholders.

Section 2. Notice of Amendment; Repeal by Shareholders. Not later than the time of giving notice of the meeting of shareholders next following the making, amending or repealing by the Board of Directors of any By-Law, notice stating the substance of the action taken by the Board of Directors shall be given to all shareholders who would have been entitled to vote on amending the By-Laws. Any action taken by the Board of Directors with respect to the By-Laws may be amended or repealed by the shareholders.

Section 3. Amendment of Shareholder Quorum Requirements. Approval of an amendment to the By-Laws that changes or deletes a quorum or voting requirement for action by shareholders must satisfy both the applicable quorum and voting requirements for action by shareholders with respect to amendment of these By-Laws and also the particular quorum and voting requirements sought to be changed or deleted.

Section 4. Board of Director Restrictions. A By-Law dealing with quorum or voting requirements for shareholders, including additional voting groups, may not be adopted, amended or repealed by the Board of Directors.

Section 5. Amendment of Board of Directors Quorum Requirements. A By-Law that fixes a greater or lesser quorum requirement for action by the Board of Directors, or a greater voting requirement, than provided for by the MBCA may be amended or repealed by the shareholders, or by the Board of Directors if authorized pursuant to subsection (a) of this Article IX.

Section 6. Board of Director Quorum Requirements. If the Board of Directors is authorized to amend the By-Laws, approval by the Board of Directors of an amendment to the By-Laws that changes or deletes a quorum or voting requirement for action by the Board of

Directors must satisfy both the applicable quorum and voting requirements for action by the Board of Directors with respect to amendment of the By-Laws, and also the particular quorum and voting requirements sought to be changed or deleted.

[END OF BY-LAWS]



SUMMARY BUSINESS PLAN

Business Description

Sira Naturals currently operates three Registered Marijuana Dispensaries pursuant to 935 CMR 501.000 et. seq. In support of its RMDs, Sira Naturals operates a 30,000 square foot cannabis cultivation and product manufacturing facility at 13 Commercial Way in Milford Massachusetts. The Milford facility currently holds an adult-use Tier 3 Cultivation License, an adult-use Product Manufacturing license and an adult-use Existing Licensee Transporter license, in addition to its medical licenses.

Market Analysis

Sira believes that significant latent demand exists for consumption of adult-use cannabis products in Massachusetts. The pace of adult-use cultivation and manufacturing capacity expansion will not match the demand for cannabis products in the near to medium term. Because of these market conditions, Sira believes that additional cultivation and manufacturing capacity is required to satisfy the growing demand for regulated cannabis products in Massachusetts.

Organization Management

Sira operates a vertically integrated business that encompasses the following business units: cultivation, flower processing, extractions, infusions, packaging, logistics, and retail. The complexity of the business necessitates an integrated management structure. Each department is headed by an area expert who reports up to a Vice President. Vice Presidents are grouped into the areas of sales, production, and business systems and analytics. Vice Presidents report to a Chief Operating Officer who reports to the Chief Executive Officer.

Sales Strategies

Regulated cannabis market participants will compete on quality, price and service support of their product mix. Moreover, Sira believes that success in this market depends on public participation with the broad cannabis stakeholder community to ensure a strong and well-regulated industry in Massachusetts. Sira plans to initially enter the adult-use marketplace as a wholesaler of cannabis and cannabis manufactured products. Sira will leverage relationships with existing retailers and build relationships with new product manufacturers and retailers as they are licensed by the Commission. Sira will enter the adult-use retail market through its wholly-owned dispensaries as it becomes locally qualified to apply for adult use licenses as a Marijuana Retailer.

Funding Requirements

Sira Naturals will continue to fund its operations with cash flows generated by operations.



PLAN FOR OBTAINING LIABILITY INSURANCE

Sira Naturals has obtained and currently maintains commercial general liability insurance coverage for \$1,000,000 per occurrence and \$2,000,000 in aggregate, annually, and product liability insurance coverage for \$1,000,000 per occurrence and \$2,000,000 in aggregate, annually (see insurance declarations attached). The deductible for each policy is \$1,000 per occurrence. Sira Naturals will make reports documenting compliance with 935 CMR 500.105(10) available to the commission upon request. (See attached insurance declarations).

INSURANCE BINDER

THE TERMS AND CONDITIONS OF THIS CONFIRMATION OF INSURANCE MAY NOT COMPLY WITH THE SPECIFICATIONS SUBMITTED FOR CONSIDERATION. PLEASE READ THIS CONFIRMATION CAREFULLY AND COMPARE IT WITH ANY QUOTE AND SUBMISSION DOCUMENTS AND REVIEW THE POLICY FORMS FOR THE ACTUAL COVERAGES PROVIDED.

IN ACCORDANCE WITH YOUR INSTRUCTIONS, AND IN RELIANCE UPON THE STATEMENTS MADE BY THE RETAIL BROKER IN THE INSURED'S APPLICATION/SUBMISSION, WE HAVE OBTAINED INSURANCE AT YOUR REQUEST AS FOLLOWS:

DATE ISSUED: January 16, 2019

PRODUCER: Lockton Companies (Northwest Series) Philadelphia
1800 John F Kennedy Blvd Suite 1110
Philadelphia, PA 19103

INSURED: Sira Naturals Inc
13 Commercial Way,
Milford, MA 01757

INSURER: Topa Insurance Company
Non-Admitted

POLICY NO.: CTK-0004124-00

COVERAGE: Commercial Package Policy

POLICY PERIOD: 1/11/2019 TO 1/11/2020

TERM: 12 Months

12:01 A.M. STANDARD TIME AT THE LOCATION ADDRESS OF THE NAMED INSURED. THIS INSURANCE BINDER WILL BE TERMINATED AND SUPERSEDED UPON DELIVERY OF THE FORMAL POLICY(IES) ISSUED TO REPLACE IT.

<u>LIMITS OF LIABILITY:</u>	\$2,000,000	General Aggregate
	Excluded	Products & Completed Operations
	\$1,000,000	Personal & Advertising Injury
	\$1,000,000	Each Occurrence
	\$500,000	Damage to Premises Rented
	\$10,000	Medical Payments
	\$1,000,000	Employee Benefit Liability

PROPERTY LIMITS:

Location 1/Building 1: 13 Commercial Way, Milford, MA
\$6,250,000 Business Personal Property Replacement Cost, 80% Coinsurance
\$9,544,353 Tenant Improvements and Betterments Replacement Cost, 80% Coinsurance
\$2,000,000 Business Income including Extra Expense 1/3 Monthly Limit of Indemnity
\$2,412,815 Living Plant Material

Location 2/Building 1: 1001 Massachusettes Ave, Cambridge, MA

\$1,126,890 Business Personal Property Replacement Cost, 80% Coinsurance
\$566,445 Tenant Improvements and Betterments Replacement Cost, 80% Coinsurance
\$1,749,996 Business Income including Extra Expense 1/3 Monthly Limit of Indemnity

Location 3/Building 1: 240 Elm St, Somerville, MA

\$636,710 Business Personal Property Replacement Cost, 80% Coinsurance
\$533,212 Tenant Improvements and Betterments Replacement Cost, 80% Coinsurance
\$1,950,000 Business Income including Extra Expense 1/3 Monthly Limit of Indemnity

Location 4/Building 1: 29 Franklin St, Needham Heights, MA

\$737,655 Business Personal Property Replacement Cost, 80% Coinsurance
\$637,655 Tenant Improvements and Betterments Replacement Cost, 80% Coinsurance
\$1,250,000 Business Income including Extra Expense 1/3 Monthly Limit of Indemnity

COINSURANCE: 80%

EXPOSURES: Cultivator/Dispensary

PREMIUM: \$109,716.00
FEES: Administrative Fee \$175.00
Inspection Fee\$800.00
TAXES: \$4,388.64
TRIA PREMIUM: REJECTED
TOTAL: **\$115,079.64**

TERMS / CONDITIONS:

(a) **25% MINIMUM EARNED PREMIUM AT INCEPTION.**

(b)**FORMS LIST / NOTABLE EXCLUSIONS:**

CG 00 01 (04 13)COMMERCIAL GENERAL LIABILITY COVERAGE FORM
CG 04 35 (12 07)EMPLOYEE BENEFITS LIABILITY COVERAGE
CG 21 04 (11 85)EXCLUSION-PRODUCTS-COMPLETED OPERATIONS HAZARD
CG 21 06 (05 14)EXCLUSION-ACCESS OR DISCLOSURE OF CONFIDENTIAL OR PERSONAL
INFORMATION AND DATA-RELATED LIABILITY-WITH LIMITED BODILY INJURY EXCEPTION
CG 21 09 (06 15)EXCLUSION-UNMANNED AIRCRAFT
CG 21 32 (05 09)COMMUNICABLE DISEASE EXCLUSION
CG 21 36 (03 05)EXCLUSION-NEW ENTITIES
CG 21 44 (04 17)LIMITATION OF COVERAGE TO DESIGNATED PREMISES, PROJECT OR
OPERATION
CG 21 46 (07 98)ABUSE OR MOLESTATION EXCLUSION
CG 21 47 (12 07)EMPLOYMENT-RELATED PRACTICES EXCLUSION
CG 21 49 (09 99)TOTAL POLLUTION EXCLUSION ENDORSEMENT
CG 21 51 (04 13)AMENDMENT OF LIQUOR LIABILITY EXCLUSION-EXCEPTION FOR SCHEDULED
PREMISES OR ACTIVITIES
CG 21 66 (06 15)EXCLUSION-VOLUNTEER WORKERS
CG 21 67 (12 04)FUNGI OR BACTERIA EXCLUSION

CG 21 96 (03 05)SILICA OR SILICA-RELATED DUST EXCLUSION
CG 24 10 (07 98)EXCESS PROVISION-VENDORS
CIS AUDIT 01 (10 17)AUDIT PREMIUMS-AMENDATORY ENDORSEMENT
CIS CGL DEC 01 (10 17)COMMERCIAL GENERAL LIABILITY DECLARATIONS

CIS CP 14 20 (04 18)ADDITIONAL PROPERTY NOT COVERED-CANNABIS AND HEMP
 CIS CP 99 00 (10 17)CANNABIS AND HEMP COVERAGE
 CIS CP 99 11 (10 17)PROTECTIVE SAFEGUARDS
 CIS CP 99 30 (10 17)TOTAL FUNGUS, WET ROT, DRY ROT AND BACTERIA EXCLUSION
 CIS CP 99 31 (10 17)EXCLUSION-NAMED STORM
 CIS CP 99 50 (10 17)EXPANDED PROPERTY ENDORSEMENT
 CIS CP 99 60 (08 18)EQUIPMENT BREAKDOWN ENHANCEMENT ENDORSEMENT
 CIS CP DEC 02 (10 17)COMMERCIAL PROPERTY COVERAGE PART DECLARATIONS PAGE
 CIS CP DEC 02 A (10 17)CANNABIS AND HEMP SCHEDULE
 CIS CP TRANSIT (11 17)PROPERTY IN TRANSIT
 CIS DEC T 01 (10 17)COMMON POLICY DECLARATIONS
 CIS DISCLOSURE TRIA (12 17)DISCLOSURE PURSUANT TO TERRORISM RISK INSURANCE ACT
 CIS FORMS (10 17)FORMS AND ENDORSEMENTS THAT APPLY TO THIS POLICY
 CIS GL 30 01 (10 17)EXCLUSION-BANNED SUBSTANCES
 CIS GL 30 02 (10 17)EXCLUSION-CARCINOGENS
 CIS GL 34 50 (10 17)EXCLUSION-LIQUOR LIABILITY
 CIS GL 34 51 (10 17)EXCLUSION-ASSAULT OR BATTERY
 CIS GL 34 52 (10 17)EXCLUSION-ASBESTOS
 CIS GL 34 53 (10 17)EXCLUSION-FIREARMS
 CIS GL 34 54 (10 17)EXCLUSION-ANIMAL
 CIS GL 34 55 (10 17)EXCLUSION-AMERICANS WITH DISABILITIES ACT
 CIS GL 34 56 (10 17)EXCLUSION-RESIDENTIAL OCCUPANCY
 CIS GL 34 57 (10 17)EXCLUSION-LEAD
 CIS GL 34 58 (10 17)EXCLUSION-ADDITIONAL DAMAGES, TAXES, FINES OR PENALTIES
 CIS GL 34 59 (10 17)EXCLUSION-CROSS SUITS
 CIS GL 34 60 (10 17)EXCLUSION-FIDUCIARY
 CIS GL 34 61 (10 17)EXCLUSION-GOVERNMENTAL ACTS AND CRIMINAL ACTIVITIES
 CIS GL 34 62 (10 17)EXCLUSION-PROFESSIONAL SERVICES
 CIS MP 004 (10 17)25% MINIMUM EARNED PREMIUM ENDORSEMENT
 CIS NOTICE TRIA 2 (12 17)POLICYHOLDERS DISCLOSURE NOTICE OF TERRORISM
 INSURANCE COVERAGE (ACQUIRED)
 CIS SUIT T N006 (10 17)SERVICE OF SUIT CLAUSE
 CP 00 10 (10 12)BUILDING AND PERSONAL PROPERTY COVERAGE FORM
 CP 00 30 (10 12)BUSINESS INCOME (AND EXTRA EXPENSE) COVERAGE FORM
 CP 00 90 (07 88)COMMERCIAL PROPERTY CONDITIONS
 CP 01 09 (10 00)MASSACHUSETTS CHANGES
 CP 01 40 (07 06)EXCLUSION OF LOSS DUE TO VIRUS OR BACTERIA
 CP 03 21 (10 12)WINDSTORM OR HAIL PERCENTAGE DEDUCTIBLE
 CP 10 30 (09 17)CAUSES OF LOSS-SPECIAL FORM
 CP 10 36 (10 12)LIMITATIONS ON COVERAGE FOR ROOF SURFACING
 CP 10 38 (10 12)DISCHARGE FROM SEWER, DRAIN OR SUMP (NOT FLOOD-RELATED)
 CP 10 64 (10 12)MASSACHUSETTS-FUNGUS, WET ROT, DRY ROT AND BACTERIA EXCLUSION
 AND LIMITATIONS
 IL 00 17 (11 98)COMMON POLICY CONDITIONS
 IL 00 21 (09 08)NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT
 IL 09 35 (07 02)EXCLUSION OF CERTAIN COMPUTER-RELATED LOSSES
 IL 09 52 (01 15)CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM
 IL N 001 (09 03)FRAUD STATEMENT

(d) ALL OTHER TERMS AND CONDITIONS APPLY PER FORM

COMMISSION: 10%

CANCELLATION: THIS POLICY IS SUBJECT TO THE CANCELLATION PROVISIONS AS FOUND IN THE POLICY(IES) OR CERTIFICATE(S) CURRENTLY IN USE BY THE INSURER. THE INSURANCE EFFECTED UNDER THE INSURER'S BINDER CAN BE CANCELLED BY THE INSURER (SUBJECT TO STATUTORY REGULATIONS) BY MAILING, TO THE INSURED AT THE ADDRESS STATED ON THE FACE OF THIS CONFIRMATION OF INSURANCE, WRITTEN NOTICE STATING WHEN SUCH CANCELLATION SHALL BE EFFECTIVE. IN THE EVENT OF CANCELLATION BY THE INSURED, THE EARNED PREMIUM WOULD BE SUBJECT TO THE MINIMUM PREMIUM IF APPLICABLE.

THIS CONFIRMATION OF INSURANCE IS ISSUED BASED UPON THE INSURER'S AGREEMENT TO BIND AND IS ISSUED BY THE UNDERSIGNED WITHOUT ANY LIABILITY WHATSOEVER AS AN INSURER.

PREMIUM PAYMENT IS DUE WITHIN TWENTY (20) DAYS FROM EFFECTIVE DATE UNLESS OTHERWISE STIPULATED.

TOTAL NUMBER OF PAGES: 3
INSURED: Sira Naturals Inc
DATE ISSUED: January 16, 2019

Reference #:0008785



PROPOSED TIMELINE

- 04/01/2019 Submit Somerville application for HCA and Adult-Use Retail license.
- 05/01/2019 Recommendation from Somerville Marijuana Advisory Committee for HCA.
- 05/15/2019 Cannabis Control Commission Community Outreach Meeting. (Why 5/15? A CCC rule?)
- 05/15/2019 HCA granted by City of Somerville.
- 05/16/2019 Apply to Zoning Board of Appeals for Special Permit (If HCA granted by Somerville on 5/15)
- 06/01/2019 Licensing Commission & ZBA & Special Permit Required Community Meeting in conjuncture with Ward City Councilor Lance Davis. (HCA Application acts as the Licensing Application.)
- 06/15/2019 Apply to Cannabis Control Commission for Retail Marijuana Establishment license. (Why this date?)
- 08/01/2019 ZBA Public Hearing on Special Permit Application
- 08/15/2019 ZBA Grants Special Permit
- 09/01/2019 Somerville Licensing Commission certifies compliance with local law to CCC.
- 10/01/2019 CCC Issues Provisional License
- 10/01/2019 City Inspectional Services Issues Certificate of Occupancy
- UNKNOWN Somerville Licensing Commission Issues City License.
- 15 Days Later CCC inspections and approvals.
- 15 Days Later CCC Issues Final License.
- 15 Days Later CCC inspections and approvals.
- 15 Days Later CCC Issues Commence Operations Approval.
- 15 Days Later Commence operations.



SUMMARY OF POLICIES AND PROCEDURES FOR RETAIL DISPENSING

Based on the experiences of other RMDs in Massachusetts that have commenced adult-use retail operations, Sira anticipates that the difference between medical and adult-use operations will primarily be the volume of customers. Sira believes that its current operational dispensing processes are appropriate for adult-use sales and will focus on scaling those processes to accommodate the additional volume of adult-use patients. The current floor plan and facility flow-through design at the Sira Naturals 240 Elm Street facility will present no issues in accommodating a significant increase in sales volume.

Prior to entering the facility, a security agent will authenticate each customer's proof of identification pursuant to Cannabis Control Commission regulation. Customers who are unable to produce a valid proof of identification will not gain admittance to the facility. Sira will employ up to 10 specially trained, dedicated security agents that will be assigned to assist in the facilitation of an orderly customer flow process. Emphasis will be placed, as always, on the safety and security of our customers, employees and neighbors.

The current facility floor plan can accommodate a significant line of customers inside the building. Customers will be encouraged to order ahead through Sira's online ordering system, further relieving pressure on wait times and lines. By the time the Sira facility opens in late 2019, we do not anticipate that there will ever be any line on the exterior of the building, and interior lines will be easily managed.

The retail dispensing area will include: (1) an entry trap where adult use customers will provide proof that they are over 21 years of age, or patients will demonstrate that they are current registrants in the Medical Use of Marijuana Program in order to gain access to the facility; (2) a reception/waiting area so customers will not have to wait outside the facility; (3) a private consultation room; (4) a sales and transaction area; and (5) an exit trap to allow for secure exit from the facility. The remainder of the facility will include: back office administrative functions and a secure storage area.

STEP-BY-STEP FACILITY ACCESS

STEP 1: Initial ID Check at the Exterior of the Building

Prior to entering the facility, a customer/patient will be required to present their ID/CCC-issued Marijuana Program ID card to a dispensary security agent at the exterior of the front entrance. Only customers/patients that present a valid ID will be admitted to the facility.

STEP 2: Verification of Patient Registration in the Security Trap

If the patient presents a valid CCC-issued ID upon arrival the facility, the patient will be admitted to the secure entrance trap area where his/her credentials are verified by contacting the CCC interoperable database to confirm two pieces of information: (1) that the patient registration is active; and (2) that the patient still has an allotment of medicine remaining on their certification and is eligible to receive medicine.

**STEP 3: Admission to Secure Waiting Area**

Once verified, customers/patients will be admitted to a secure reception area before being called into the dispensing area. The reception area is staffed by dispensary employees and security personnel and includes a seating area. When a qualified patient visits a Sira dispensary for the first time, he/she will be given a brief orientation to the facility. Patient records will be originated from a questionnaire that may include summary biographical data, as well as a scanned copy of the patient's physician-issued certification, CCC-issued ID card, and state-issued ID card.

STEP 4: Admission to the Sales Area

Customers/patients will be admitted to the dispensing area as space allows. The Sira process provides for one-on-one interaction between a dispensary agent and a customer/patient throughout the dispensing process. A dispensary agent will call the next customer/patient from the line to an individual display where all products are arrayed in a display case. The patient will be able to choose from among a variety of forms of products such as cannabis flowers and marijuana infused products.

STEP 5: Payment and Fulfillment

Once a patient has placed an order with a dispensary sales agent, he/she will pay for the order and the product will be sealed in a childproof exit bag and given to the customer/patient.

STEP 6: Exit the facility

Once the product has been received, the customer/patient is required to exit the facility through the secure exit trap. Customers/patients are required to exit the facility as soon as their order has been filled. They are not allowed to administer their product/medicine on the premises or loiter around the exterior of the dispensary.

This customer/patient access process ensures the security of the facility in a number of ways. First, there are multiple stages where a customer/patient's ID must be verified. This will prevent unauthorized access by anyone who is not 21 years of age or a registered patient or a dispensary agent. Second, this process does not allow for any customer/patient ever to remain unattended in the facility. Whether it is at the front entrance, in the security trap, in the waiting area, on the sales floor, in the cashier/fulfillment area, or exiting the facility through the exit trap, a patient is always under some form of observation by dispensary personnel.

All Sira Naturals products are pre-packaged in properly labeled, tamper evident, childproof packaging. Product will never be packaged, opened, or handled openly in the facility. Purchases are placed in opaque, unmarked exit bags. The entire process will be monitored by our staff of security agents as well as CCTV cameras. All recordings are kept for a period of 90 days.

A security desk is located beside the entrance on the inside of the Dispensary. During business hours a qualified security agent will staff the security desk. The agent will observe all customers/patients entering the facility and observe activity on the dispensary sales floor. The Sira Naturals retail



dispensing process has been developed to focus on customer safety and efficiency. All Sira Naturals sales agents are well trained in emergency preparedness as well as product and operational procedures. All regulated product is subject to strict track and trace requirements, and all inventory is counted twice a day to ensure the integrity of the inventory tracking system.



RESTRICTING ACCESS TO AGE 21 AND OLDER

The Adult-Use cannabis regulations at 935 MR 500.000 et. seq., contain a variety of restrictions on access to Marijuana Establishments to those who are under 21 years of age. All Sira board members, directors, employees, executives, managers, and volunteers must be 21 years of age or older. Employees include a consultant or contractor who provides on-site services.

The Sira Naturals Somerville facility located at 240 Elm Street is inaccessible at all times to anyone under the age of 21. Sira Naturals engages in multiple on-premises verifications of identification for all employees, customers, and visitors to the facility. Upon entry onto Sira's premises by a customer, a security agent inspects the individual's proof of identification and determines the individual's age. An individual shall not be admitted to the premises unless the security agent has verified that the individual is 21 years of age or older by an individual's proof of identification.

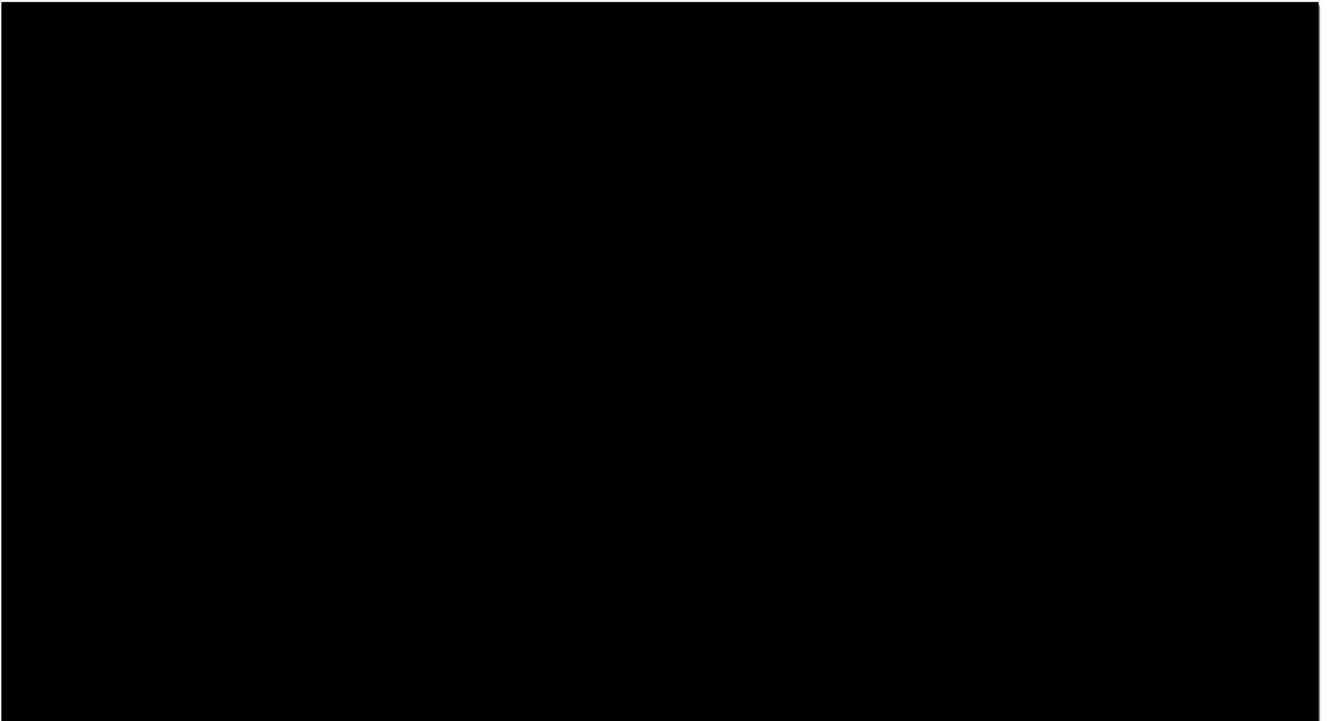
All areas of the 240 Elm Street facility are equipped with locks, access controls, and other security devices, which are accessible only to Sira Naturals agents. Sira facility is locked at all times and only employees who are issued key fob access are able to move around the facility. Sira maintains a security vestibule that is staffed by security personnel during facility operating hours.

Any visitors to the facility must have an approved purpose for visiting the facility, make an appointment, and be checked into the facility by Sira Naturals security personnel. Sira will not admit any visitors who are under the age of 21. The exterior and interior of the facility are monitored at all times by surveillance cameras, and the surveillance recordings are kept for a period of 90 days.



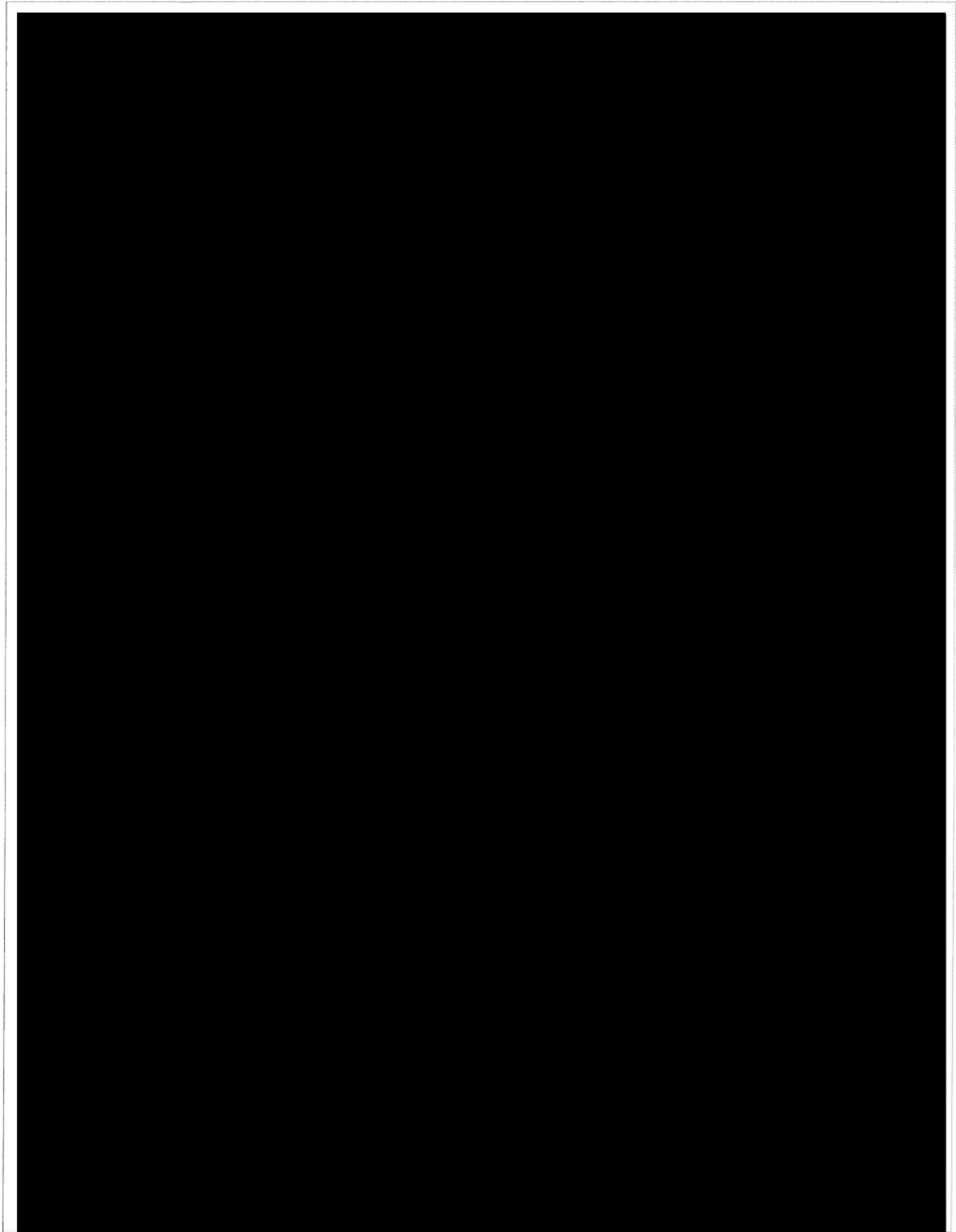
SUMMARY SECURITY PLAN

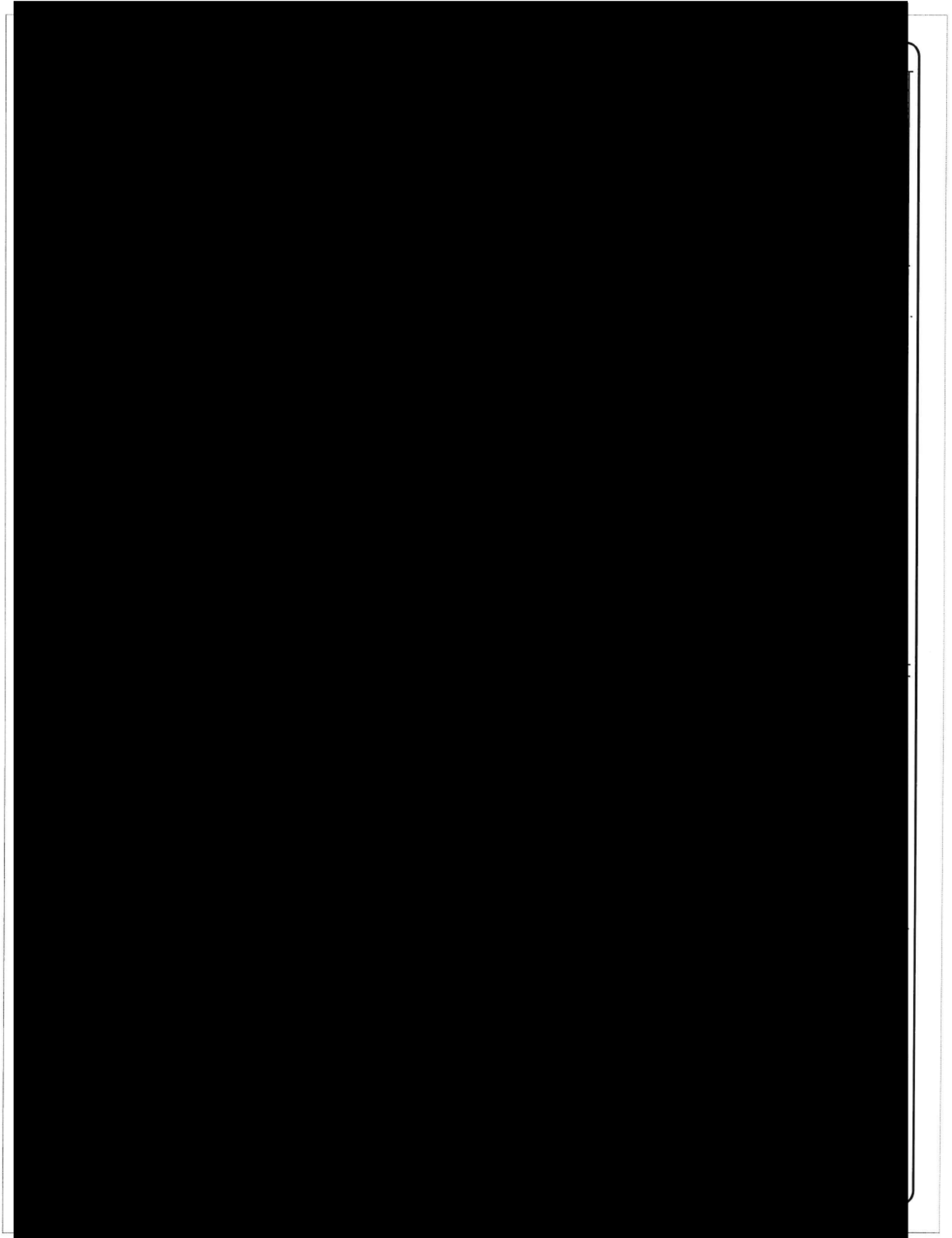
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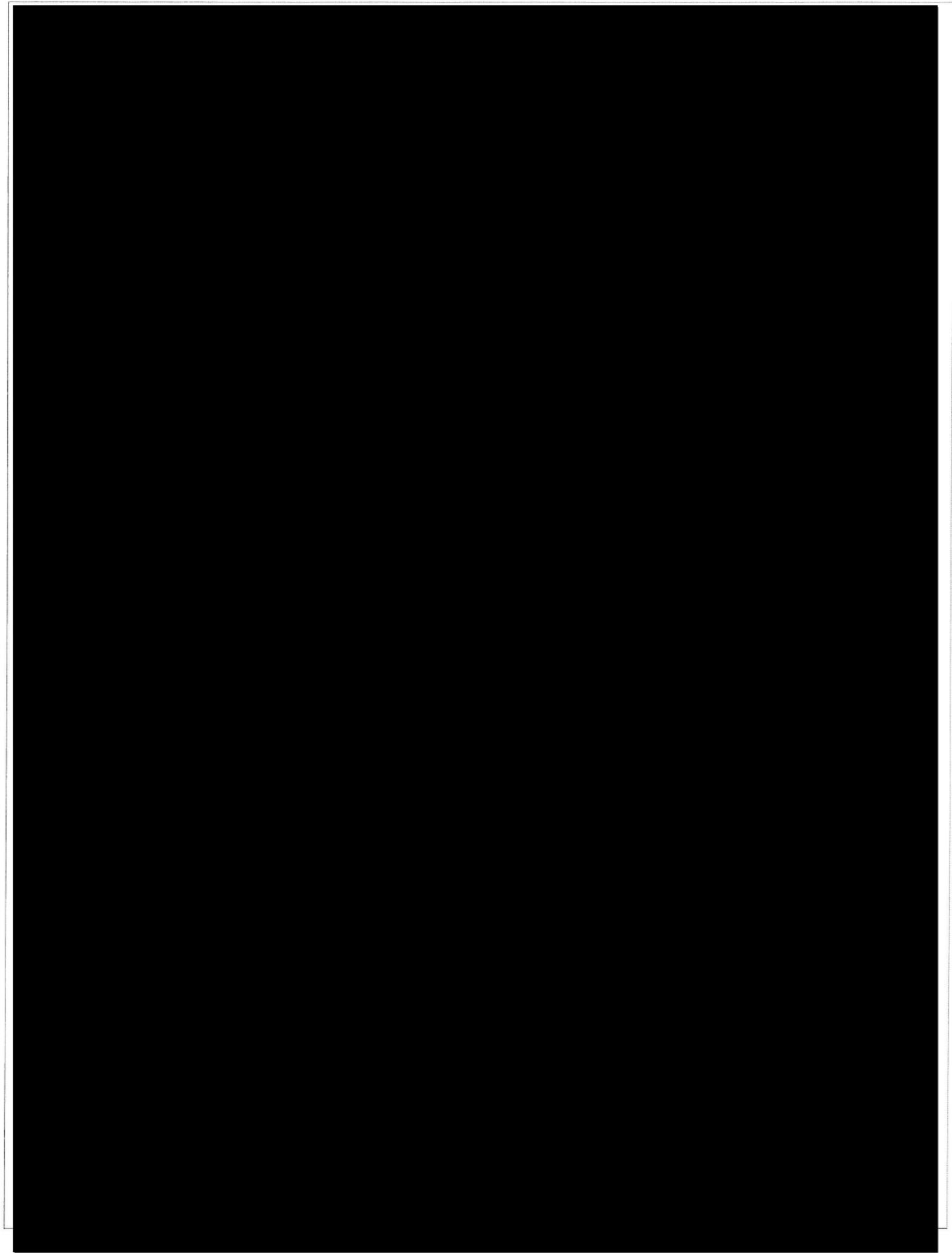


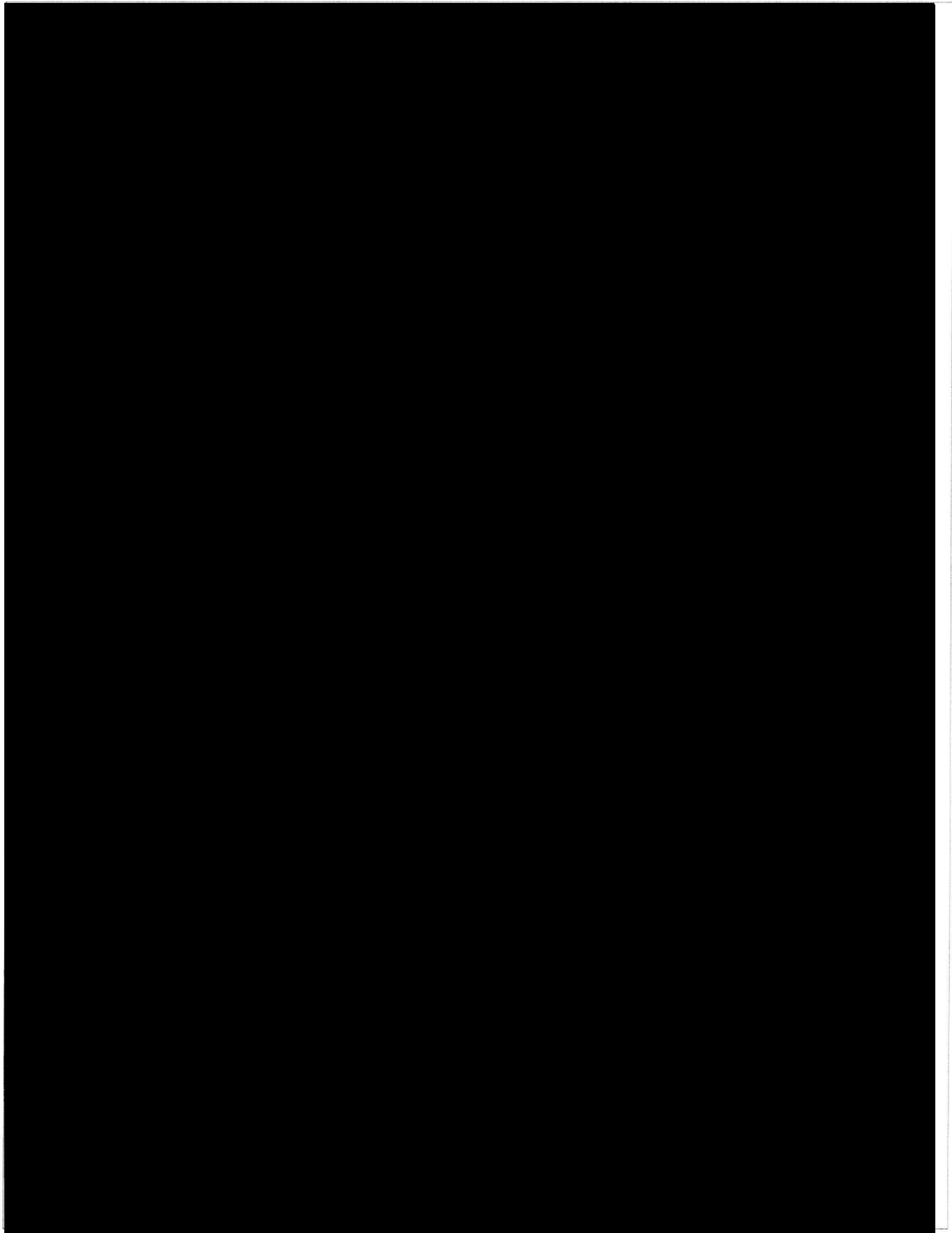
Employee training

All Sira Naturals sales agents are trained in emergency preparedness as well as product and operational procedures.









[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]



Sira has developed emergency policies and procedures for securing all product following any instance of diversion, theft or loss of marijuana, and to conduct an assessment to determine whether additional safeguards are necessary.

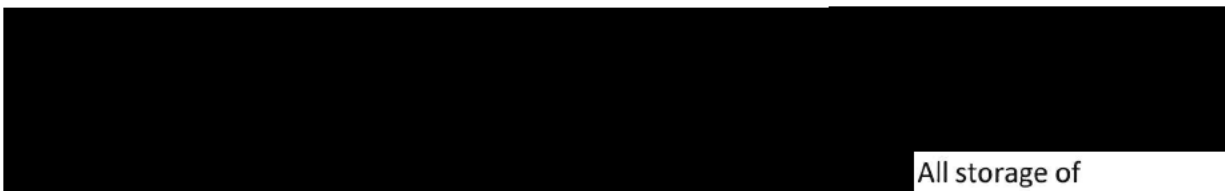
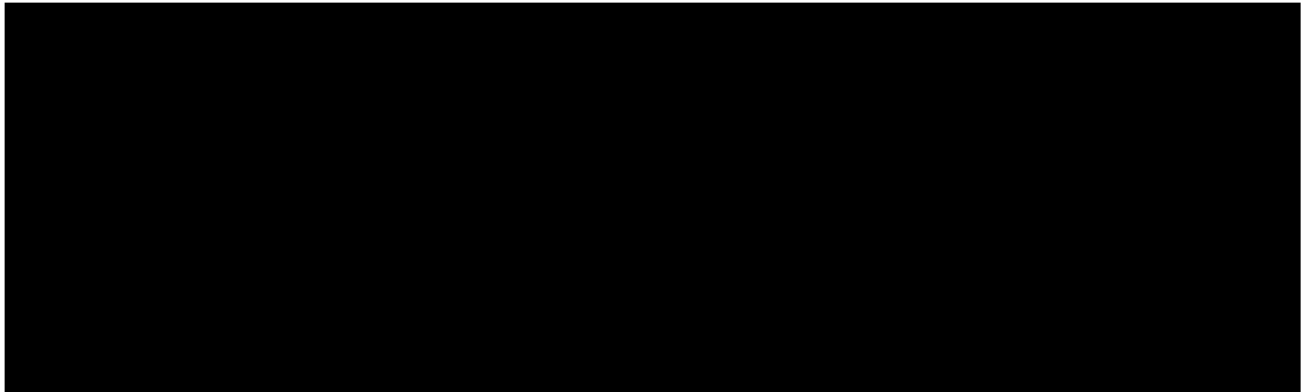


STORAGE OF MARIJUANA

The Sira Naturals Somerville facility at 240 Elm Street provides adequate lighting, ventilation, temperature, humidity, space, and equipment, appropriate for maintaining correct environments for the storage of all cannabis products, in accordance with applicable provisions of 935 CMR 500.105 and is maintained in accordance with the security requirements of 935 CMR 500.110.

When not in use, all cannabis products are secured in locked, limited access storage rooms that are maintained in a clean and orderly condition, free from infestation by insects, rodents, birds, and pests of any kind, and are accessible only to authorized personnel. All marijuana product is pre-packaged and stored in containers to prevent product spoilage and theft. All limited access areas are clearly described in a diagram of the registered premises reflecting entrances and exits, walls, partitions, storage, and disposal areas.

Access to storage areas is only permitted to dispensary staff, and all access is logged and traceable. Various steps in the inventory movement process are electronically documented through our inventory tracking system.



All storage of transported marijuana products is in strict compliance with 935 CMR 500.105(13).



INVENTORY PROCEDURES

Sira Naturals employs a comprehensive inventory management system that serves three primary purposes: (1) to prevent diversion, (2) to ensure transparent compliance with all statutes and Commission regulations, and (3) to offer real-time awareness of inventory at every stage of the production and retail process.

Sira maintains a real-time inventory as specified by the Commission and in 935 CMR 500.105(8)(c) and (d), including, at a minimum, an inventory of marijuana plants; marijuana plant-seeds and clones in any phase of development such as propagation, vegetation, and flowering; marijuana ready for dispensing; all marijuana products; and all damaged, defective, expired, or contaminated marijuana and marijuana products awaiting disposal.

Sira has established robust inventory controls and procedures for the conduct of inventory reviews, and comprehensive inventories of marijuana products in the process of cultivation, and finished, stored marijuana. Sira conducts monthly inventory audits of marijuana in the process of cultivation and finished, stored marijuana. Sira conducts a comprehensive annual inventory at least once every year after the date of the previous comprehensive inventory. Sira's inventory records include the date of the inventory, a summary of the inventory findings, and the names, signatures, and titles of the individuals who conducted the inventory.

Sira will tag and track all marijuana seeds, clones, plants, and marijuana products, using a seed-to-sale methodology in a form and manner to be approved by the Commission. No marijuana product, including marijuana, will be sold or otherwise marketed for adult use that is not capable of being tested by Independent Testing Laboratories, except as allowed under 935 CMR 500.000. Sira will create virtual separation of all medical and adult-use marijuana products.

Sira's electronic inventory management system captures all steps of the production process, from seed to harvest and packaging to final sale. This system chronicles every step, ingredient, activity and transaction. It logs the actions of every employee who handles any cannabis product. The system assigns a unique barcode to every plant and batch at each phase where cannabis must be separately identifiable. Each bar-coded plant or batch will have an associated system file, detailing all aspects of plant development, including strain information, nutrient timing and amounts, periodic health reports, harvest information, processing and packaging information, and final sales data. This process logic allows Sira to be able to take a real-time snapshot of every cannabis product component as it exists in the manufacturing process. It also creates an unbroken, traceable audit trail, enabling Sira to trace all WIP as well as finished goods and waste, back to the original plant or batch. These logs are stored on redundant, backup servers that employ multiple layers of information security and tamper resistance.



PERSONNEL POLICIES INCLUDING BACKGROUND CHECKS

Sira Naturals implements standard best practices in its human resources personnel policies and procedures. Sira places a heightened level of scrutiny on employees given the compliance environment and particularities of the marijuana industry. Every potential employee is carefully pre-screened for compliance with Commission regulations prior to hiring. All potential Sira agents apply and are vetted pursuant to 935 CMR 500.030. Background checks are conducted annually on all Sira personnel pursuant to 935 CMR 500.030(3).

Once onboard, our staff is provided with an employee handbook containing information about the policies and procedures of the organization, as well as benefits and opportunities available to employees. The Handbook contains all company personnel policies, including but not limited to:

- rules of conduct
- dress code
- alcohol and drug free workplace
- discipline
- confidentiality
- conflict of interest
- ethics
- whistle blower
- discrimination and harassment
- reasonable accommodation
- zero tolerance
- prohibition of retaliation
- emergency procedures
- work hours
- attendance and time off
- performance evaluations
- injuries
- termination
- leave policies
- holidays
- vacation
- personal and sick days
- maternity/paternity
- military leave and jury duty
- health insurance (including dental and vision)
- COBRA
- worker's compensation
- unemployment compensation

Sira Naturals maintains personnel records for all employees, including, job descriptions, verification documents including CORI and other background check information, training records, performance evaluations and any disciplinary actions. Employee records are confidential. Training is tailored to the roles and responsibilities of the job function of each agent and includes a Responsible Vendor Program under 935 CMR 500.105(2)(b). At a minimum, all staff receives eight hours of on-going training annually.



RECORD KEEPING PROCEDURES

Sira Naturals maintains numerous written operational, personnel, and business records that will be made available for inspection by the Commission, upon request. Sira records are maintained in accordance with generally accepted accounting principles. Sira's human resources department retains and destroys personnel records in accordance with Sira's corporate policies on business records retention, as well as federal and state laws governing record retention. The following employee information records are maintained in segregated personnel files: Pre-employment testing results and background check information; I-9 forms; benefits plan and employee medical records; health and safety records; general employee personnel records.

Commission compliance reports are maintained in reverse chronological sequence and filed separately from the above employee information records. All paper personnel records, confidential employee data, and other paper records maintained by Sira Naturals is destroyed by shredding after retention dates have passed. Hardcopy confidential records are shredded using a locked shredder on the Sira Naturals premises.

When Sira is involved in or anticipates that it may be involved in litigation, the CEO's office will issue a litigation hold. This means that all documents relating to the litigation matter must be kept in order to preserve any potential evidence. In the event that the CEO announces a litigation hold on any or all Sira records as a result of pending or anticipated litigation, all records covered by such litigation hold **MUST NOT** be discarded, deleted or destroyed. Further, the IT department will suspend the automatic deletion of emails for all individuals covered by the litigation hold.

Operational records include, but are not limited to, all records required in any section of 935 CMR 500.000, in addition to the following: written operating procedures as required by 935 CMR 500.105(1); inventory records as required by 935 CMR 500.105(8); seed-to-sale tracking records for all marijuana products as required by 935 CMR 500.105(8)(e); and waste disposal records as required under 935 CMR 500.105(12).

Personnel records include, but are not limited to, job descriptions for each employee and volunteer position, as well as organizational charts consistent with the job descriptions, and a personnel record for each Sira agent; all materials submitted to the Commission pursuant to 935 CMR 500.030(2); documentation of verification of references; the job description or employment contract that includes duties, authority, responsibilities, qualifications, and supervision; documentation of all required training, including training regarding privacy and confidentiality requirements, and the signed statement of the agent indicating the date, time, and place he or she received said training and the topics discussed, including the name and title of presenters; documentation of periodic performance evaluations; a record of any disciplinary action taken; and notice of completed responsible vendor and eight-hour related duty training; a staffing plan that will demonstrate accessible business hours and safe cultivation conditions; personnel policies and procedures; and all background check reports obtained in accordance



with 935 CMR 500.030. Personnel records are maintained for at least 12 months after termination of an agent's affiliation with Sira.

Business records include, but are not limited to, manual and/or computerized records of assets and liabilities; monetary transactions; books of accounts, which shall include journals, ledgers, and supporting documents, agreements, checks, invoices, and vouchers; sales records including the quantity, form, and cost of marijuana products; and salary and wages paid to each employee, stipend paid to each board member, and any executive compensation, bonus, benefit, or item of value paid to any individual affiliated with Sira.



MAINTAINING OF FINANCIAL RECORDS

Sira Naturals' business success rests, in part, on sound financial recordkeeping practices. Without accurate records it is impossible to determine the financial condition or profitability of the business. Sira Naturals maintains a staff of internal accounting personnel and a sophisticated financial record keeping system to guide Sira management in financial decision making.

Sira Naturals employs an Enterprise Resource Planning Platform to track and record all financial and operational transactions. The ERP system records all internal and external transactions to a general ledger and maintains journals for accounts receivable, accounts payable, payroll, inventory, petty cash, and other financial accounts. The system records and stores all income and expenses and provides reports on demand for all accounts. The system generates all financial statements (balance sheet, income statement, cash flow statement, etc.) on demand. All such financial records are maintained according to the statutory and regulatory minimum time frames.

Sira Naturals maintains a secure electronic record keeping system to store all contracts, agreements, leases, titles, licenses, insurance policies, permits and other key documents. Sira employs a third-party provider to handle payroll disbursements and records. Sira maintains a contractual relationship with its payroll provider that includes provisions for the security of data and action plans in the vent of data breach. Sira engages third-party professional tax advisors and maintains all tax records in a secure records system that is only accessible to authorized personnel.

Sira Naturals engages third-party banking services from a licensed banking institution. This banking institution monitors all Sira Naturals transactions pursuant to guidance from the Financial Crimes Enforcement Network (FinCen) entitled: *BSA Expectations Regarding Marijuana-Related Businesses* (Feb. 2014). Though Sira does not have direct access to reports filed with FinCen by our banking institution, if there is any unexplained financial activity occurring with any of Sira's business accounts, Sira is to be notified by our banking institution and given an opportunity to explain or correct such activity. From the inception of the organization to today, Sira has never been notified of any unexplained financial activity occurring in any of its business accounts.

Sira Naturals maintains a number of different accounts with its financial institution, including business banking accounts, petty cash accounts, budget reserve accounts and others. Sira monitors these accounts on a systematic basis to ensure that no activity that is inconsistent with its expectations is occurring.

When Sira is involved in, or anticipates that it may be involved in, litigation that implicates financial records, the CEO's office will issue a litigation hold on any such records. This means that all financial records and documents relating to the litigation matter must be set aside in order to preserve any potential evidence. In the event that the CEO announces a litigation hold on any or all Sira financial records as a result of pending or anticipated litigation, all such records covered **MUST NOT** be discarded, deleted or destroyed.

Sira Naturals takes reasonable and prudent steps to ensure the security of all financial records and that such records are only accessible to authorized individuals.



DIVERSITY PLAN

Introduction

This Diversity Plan outlines our goals in promoting equity among minorities, women, veterans, people with disabilities, and people of all gender identities and sexual orientations in the operation of our organization. It defines actions to be taken regarding the recognition of differences among people in order to advance social equity and inclusion and to promote a healthy and productive workplace environment. Sira Naturals, Inc. fosters a company culture centered on sound business principles, mutual respect, equity, parity, and open communication with an emphasis on excellence in personal contribution to company objectives.

Why Implement a Diversity Plan?

Sira Naturals believes that implementing a strong diversity plan is important in advancing its core mission: *Provide premium cannabis. Sustainably produced and sold with integrity.* Advancing and sustaining an inclusive workplace environment that provides access and opportunity to all employees, suppliers, contractors, and community partners is essential to our growth and success. Cannabis businesses have an opportunity and an obligation to promote equity and diversity within their own organizations, and to assist the wider stakeholder community in fostering the development of inclusive policies and programs. We can achieve this by offering opportunities to address past inequality in employment, contracting, and stereotyping by role modeling and leveraging the benefits of diversity and inclusion.

One reason for this is to help remediate the damaging effects of the failed cannabis public policy of prohibition that has resulted in many protected classes of people being marginalized due to felony convictions for activity that the cannabis industry today champions. Another equally important reason for a focus on diversity in our organization is the recognition that operational tactics and strategic business planning is made stronger by a diverse pool of contributors and opinions in the mix.

In the same way that a monocrop is more susceptible to pests and pathogens, a singular business approach is less dynamic and more prone to strategic mistakes. In the ever evolving and fast paced regulated cannabis industry, the skill of rapidly adapting to a changing environment is a distinct competitive advantage. This advantage is made more robust by a diverse and inclusive team.



Sira Naturals Diversity & Inclusion Beliefs

- Sira Naturals is committed to Diversity and Equitable Inclusion in the Workplace.
- We are committed to being reflective of the market areas in which we serve.
- We recognize that we gain substantial benefit from a diverse workforce.
- We believe in sustaining an all-inclusive and ethical approach to conducting business with our supplier & vendor communities.
- Diversity enhances our reputation as a good corporate citizen in our communities.
- Our goal is to be the premier business leader as employer, service provider and community partner.

Sira Naturals Diversity & Inclusion Benefits

- Fostering an Inclusive Work Place Enhances Everyone's Bottom Line.
- Everyone shares in the benefits when inclusionary leadership, policies, practices, and expectations of fairness are implemented and ingrained within our organization.
- Diversity at the decision-making table leads to better decisions.
- A wider and richer palette fosters innovation and adds cultural and generational intelligence.
- It's just more fulfilling to live, work, learn, and play in an environment of inclusion.

Sira Naturals is leading with our Diversity & Inclusion Core Values

- Consistency between policy and practice.
- Open opportunities leading to upward mobility for all Employees.
- Real and balanced representation of persons of color and women in leadership.
- Environment that fosters inclusion through effective policies, procedures, processes, initiatives, systems and behaviors.

We Focus on Four Key Objectives

The first objective is to **Recruit a Diverse Workforce** that is reflective of, and responsive to, the needs and expectations of Sira Naturals' internal and external stakeholders. We accomplish this by enhancing the diversity of our candidate flow and monitoring progress toward our goal. We continue to expand our inclusive environment through the cultivation of our internal pool of diverse employees for promotion. We have established ourselves as an employer of choice, where employees can grow professionally, and advance based on the quality of their



contributions and competence. We have attained a competitive advantage by fostering the development of all aspiring and competent employees.

The second objective is the implementation of **Retention Strategies** through the utilization of such initiatives as: education, training, counseling and otherwise raising awareness centered on fostering a culture which embraces diversity. We implement talent review and Human Resources planning processes so as to identify and ensure the timely advancement of all motivated and qualified employees at Sira Naturals.

The third objective is to continue to advance **Community Engagement** with diverse organizations and institutions. We monitor our diversity guidelines and community demographics information to help align employee demographics with those of the communities we serve. We will continue to pursue diverse community organizations and seek to establish collaborative partnerships.

The fourth objective is to uphold an **Inclusive and Ethical Stance** on conducting business with our customers, suppliers and vendor communities. We are committed to ensuring that our organizational policies, practices, systems and initiatives are designed and applied to foster an inclusive environment.

Sira Naturals Diversity and Inclusion Training Program

Sira Naturals recognizes the importance of an educated and motivated workforce with regards to meeting the organization's objectives. Training and development is a key element to fostering an environment of inclusion. Diversity awareness training allows for leaders and employees to recognize, respect, and value the differences that lead to innovative approaches and diverse thought. Sira Naturals intends to implement a Diversity and Inclusion component to its comprehensive employee training program. The program will be customized to align with Sira Naturals' mission, objectives and values.

Evolving population demographics and generational differences in today's workforce necessitates a broad approach to diversity training. Sira Naturals will offer Diversity and Inclusion training that helps to raise awareness about diversity issues and lays a foundation for receptiveness to the varied dimensions of diversity. This helps to facilitate forward thinking business today and, in the future, to achieve healthy growth and sustainable success. The objective is to continually ensure that Sira Naturals is fostering an environment of inclusion for all its stakeholders (employees, customers, community partners, suppliers and regulators).



TRAINING SESSION: EMBRACING DIVERSITY TO ACHIEVE ORGANIZATIONAL OBJECTIVES

Diversity Awareness Training allows for leaders and employees to recognize, respect, and value the differences that lead to innovative approaches and diverse thought. The Diversity & Inclusion training component will be foundational and interactive. The content focus will be on awareness, knowledge sharing, and skill building customized to align with Sira Naturals' mission, objectives, and values.

Session Topics

- Diversity Awareness
- Approach/Expectation
- Sira Naturals Focus and Diversity & Inclusion Alignment
- Clarifying Diversity and Inclusion
- World View / Global Mind Set
- Evolving Demographics and Trends
- Servant Leadership
- Culture & Unconscious Bias
- Benefits and ROI of Diversity
- Dialogue and How to Speak About Diversity

Key Definitions

Diversity means the focus on, and inclusion of, different people in a group or organization. It is usually thought of in terms of obvious attributes—age differences, race, gender, physical ability, sexual orientation, religion, and language, but diversity can also be thought of in terms of background professional experience, skills and specializations, values and culture, as well as social class.

Multiculturalism means the presence of different cultures or cultural identities within a unified society, group, or organization.

Inclusivity means an intention or policy of including people who might otherwise be excluded or marginalized.

Ethnicity means a social construct that divides people into social groups based on characteristics such as a shared sense of group membership, values, behavior, patterns, language, political and economic interests, history, and ancestral geographical location.

Cultural Competency means the ability to interact effectively with those from different backgrounds and cultures.

Social Justice means the focus on creating a just and equitable society where everyone has access to social power, resources, and physical and psychological safety.



About Sira Naturals

*Provide premium cannabis.
Sustainably produced and sold with integrity.*

Sira Naturals is one of a growing number of regulated cannabis industry participants that is consistently and systematically applying proven business principles to the development of the organization. We hope to lead an industry in transformation by setting the tone for the rest of the space.

Think of Sira Naturals as an *artisan biotech company*.

Artisan because it takes an intuitive approach and years of craft-based hands-on experience to cultivate superior cannabis and to engineer infused products that have broad appeal across an eclectic customer base.

Biotech because at our core we are in the business of manufacturing molecules and compounds (cannabinoids) that act on the human body in complex ways to produce therapeutic effects. We produce these compounds through natural processes in tightly controlled environments. It is critical that we maintain a high degree of exactitude in measuring production variables to ensure consistency and precision dosing of all Sira Naturals products.

Sira Naturals applies research and technology to the production of these products and to the design of methods for delivering them into the human body. The products we manufacture must be safe, effective, and engineered to high specifications of quality, purity and consistency. Our fundamental operational objective is to achieve ever-increasing efficiency and precision in our production and quality assurance processes in the service of creating products that improve the health and well-being of our patients and customers.



QUALIFICATIONS AND TRAINING

Sira ensures that all agents are qualified for the roles they assume and that they complete training prior to performing their job functions. Sira qualifies agent applicants by posting job descriptions on employment websites and trade boards. Potential applicant resumes are screened for appropriate qualifications. Qualified applicants are then personally interviewed in a three-step interview process. Once an applicant has been selected to join the team, Sira conducts a comprehensive background check to ensure that the applicant complies with the Commissions regulations regarding qualifications.

Training is tailored to the roles and responsibilities of the job function of each agent and includes a Responsible Vendor Program under 935 CMR 500.105(2)(b). At a minimum, all staff receives eight hours of on-going training annually.

On or after July 1, 2019, all current owners, managers and employees of Sira Naturals that are involved in the handling and sale of marijuana for adult use at the time of licensure or renewal of licensure will have attended and successfully completed a responsible vendor program. From that point forward, all new employees involved in the handling and sale of marijuana for adult use shall successfully complete a responsible vendor program within 90 days of hire. All owners, managers and employees involved with handling marijuana will successfully complete the program once every year thereafter so Sira can maintain its designation as a "responsible vendor." Sira will maintain records of responsible vendor training program compliance for four years and make them available to inspection by the Commission and any other applicable licensing authority upon request during normal business hours.

Sira Naturals relies on its employees to be engaged, compassionate, committed and collaborative. Employees are required to have the applicable skills and qualifications to successfully carry out assigned duties, be prepared to respond appropriately to customer and vendor needs and comply with operational and regulatory requirements. Employees undergo an intensive orientation to introduce the Employee Handbook, Code of Conduct, Emergency Preparedness Guide, Incident Management Protocols and a review of the Commission's regulations at 935 CMR 500.000 et. seq. Employees are cross-trained within areas they are authorized to access.

Sira teaches the fundamental skills required to properly and safely operate our facilities. Sira's security protocols and updates are reviewed with all employees on a periodic basis to include visitor, facility and personnel safety, as well as information security. Security drills are practiced at random intervals to aid in implementation of the security training and to improve reaction to a crisis. In addition to the Responsible Vendor Program curriculum outlined in 935 CMR 500.105(2)(b), Sira trains its employees on all aspects of its operations including but not limited to: cultivation and horticulture, the chemistry and processes of whole-plant extraction, the chemistry of cannabinoid infusion, and logistics and packaging. Employees are also trained on a variety of other employment policies such as our: Social Media Policy, Cell Phone Policy, Discrimination and Harassment Policy, Copyright Policy, among others.



PLAN FOR SEPARATING MEDICAL FROM RECREATIONAL OPERATIONS

Sira Naturals maintains tight operational control over its production and sales processes. Medical-Only Products (MOPs) comprise a subset of overall products: MIPs that contain single doses with greater than 5mg THC content. This subset of products will follow distinct conceptualization, product design, R&D, production, distribution, and sales processes from all other non-MOPs. Separation of medical and recreational operations will be accomplished by a multi-layered approach, including physical separation throughout Sira facilities and virtual separation in Sira's inventory control system.

MOPs become "medical only" in the production process once they take their final form factor. Therefore, in the early stages of production (i.e. seedlings, vegetative plants, flowering plants, processed plants, and extractions) all inventory will be routed through the inventory control system as work in progress (WIP) and not distinguished as MOP. Once a WIP item takes its final form as a MOP, it will then be tagged, flagged and separated from other, non-MOP inventory.

MOPs will be required to contain medical labeling and be physically separated from all non-MOP inventory in the Sira production facility and at the co-located retail stores. MOP will be clearly marked with a color-coded system so Sira personnel can easily distinguish MOP from non-MOP inventory. Sira uses a "Kanban" or signaling system to "pull" inventory from one location to another in the distribution process. This system contains safeguards to prevent the co-mingling of MOP and non-MOP products. Such safeguards include distinct color codes, product naming conventions, physical space allocated to MOP and non-MOP product, and system-generated barcoded labels distinguishing MOP and non-MOP products.

MOPs will be flagged in Sira's inventory control system as such and will only be released for sale to qualifying patients. Sales agents will be trained to distinguish between MOP and non-MOP products at all Sira co-located facilities and will follow strict inventory and distribution procedures designed to prevent MOPs from being sold to anyone other than a registered qualifying patient.



PLAN FOR OBTAINING MARIJUANA PRODUCTS

For the foreseeable future, Sira Naturals will source 100% of its marijuana products from its wholly owned cannabis cultivation and product manufacturing facility located in Milford, Massachusetts.