



Massachusetts Cannabis Control Commission

Public Record Request

Marijuana Cultivator

General Information:

License Number: MC281757

Original Issued Date: N/A

Issued Date: N/A

Expiration Date: N/A

Payment Received: \$0 Payment Required: \$625

ABOUT THE MARIJUANA ESTABLISHMENT

Business Legal Name: Whole Sun Farm, LLC

Federal Tax Identification Number EIN/TIN: [REDACTED]

Phone Number: 978-512-9902 Email Address: jgath128@gmail.com

Business Address 1: 48 Valley Street

Business Address 2:

Business City: Dunstable Business State: MA

Business Zip Code: 01827

Mailing Address 1: 48 Valley Street

Mailing Address 2:

Mailing City: Dunstable Mailing State: MA

Mailing Zip Code: 01827

CERTIFIED DISADVANTAGED BUSINESS ENTERPRISES (DBES)

Certified Disadvantaged Business Enterprises (DBEs): Not a DBE

PRIORITY APPLICANT

Priority Applicant: no

Priority Applicant Type: Not a Priority Applicant

Economic Empowerment Applicant Certification Number:

RMD Priority Certification Number:

RMD INFORMATION

Name of RMD:

Department of Public Health RMD Registration Number:

Operational and Registration Status:

To your knowledge, is the existing RMD certificate of registration in good standing?:

If no, describe the circumstances below:

PERSONS WITH DIRECT OR INDIRECT AUTHORITY

Person with Direct or Indirect Authority 1

Percentage Of Ownership: 60 Percentage Of Control: 60

Role: Owner / Partner Other Role:

First Name: John Middle Name: Last Name: Gath Suffix:

Gender: Male User Defined Gender:

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

Specify Race or Ethnicity:

Person with Direct or Indirect Authority 2

Percentage Of Ownership: 20 Percentage Of Control: 20

Role: Owner / Partner Other Role:

First Name: Gerald Middle Name: Last Name: Gath Suffix:

Gender: Male User Defined Gender:

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

Specify Race or Ethnicity:

Person with Direct or Indirect Authority 3

Percentage Of Ownership: 20 Percentage Of Control: 20

Role: Owner / Partner Other Role:

First Name: Martha Middle Name: Last Name: Gath Suffix:

Gender: Female User Defined Gender:

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

Specify Race or Ethnicity:

ENTITIES WITH DIRECT OR INDIRECT AUTHORITY

No records found

CLOSE ASSOCIATES AND MEMBERS

No records found

CAPITAL RESOURCES - INDIVIDUALS

Individual Contributing Capital 1

First Name: John Middle Name: Last Name: Gath Suffix:

Types of Capital: Monetary/Equity Other Type of Capital: Total Value of the Capital Provided: \$50000 Percentage of Initial Capital: 100

Capital Attestation: Yes

CAPITAL RESOURCES - ENTITIES

No records found

BUSINESS INTERESTS IN OTHER STATES OR COUNTRIES

No records found

DISCLOSURE OF INDIVIDUAL INTERESTS

No records found

MARIJUANA ESTABLISHMENT PROPERTY DETAILS

Establishment Address 1: 48 Valley Street

Establishment Address 2:

Establishment City: Dunstable

Establishment Zip Code: 01827

Approximate square footage of the Establishment: 6385

How many abutters does this property have?: 9

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

Cultivation Tier: Tier 01: up to 5,000 square feet

Cultivation Environment:

Outdoor

FEE QUESTIONS

Cultivation Tier: Tier 01: up to 5,000 square feet Cultivation Environment: Outdoor

HOST COMMUNITY INFORMATION

Host Community Documentation:

Document Category	Document Name	Type	ID	Upload Date
Certification of Host Community Agreement	HCA certificate.pdf.pdf	pdf	5bddb786d912bf0445fe54f4	11/03/2018
Plan to Remain Compliant with Local Zoning	WSF Plan to Remain Compliant with Zoning.pdf	pdf	5be25d8be18f9d0d7384ff66	11/06/2018
Community Outreach Meeting Documentation	Community Outreach Meeting Documentation.pdf	pdf	5caa86ec2724e81b5256104d	04/07/2019

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

PLAN FOR POSITIVE IMPACT

Plan to Positively Impact Areas of Disproportionate Impact:

Document Category	Document Name	Type	ID	Upload Date
Plan for Positive Impact	WSF Plan for Positive Impact_V2.0.pdf	pdf	5caa89235d4b0b1b3ebc5c6a	04/07/2019

ADDITIONAL INFORMATION NOTIFICATION

Notification: I Understand

INDIVIDUAL BACKGROUND INFORMATION

Individual Background Information 1

Role: Owner / Partner

Other Role:

First Name: John

Middle Name: Last Name: Gath Suffix:

RMD Association: Not associated with an RMD

Background Question: no

Individual Background Information 2

Role: Owner / Partner

Other Role:

First Name: Gerald

Middle Name: Last Name: Gath Suffix:

RMD Association: Not associated with an RMD

Background Question: no

Individual Background Information 3

Date generated: 03/30/2020

Role: Owner / Partner

Other Role:

First Name: Martha

Middle Name: Last Name: Gath Suffix:

RMD Association: Not associated with an RMD

Background Question: no

ENTITY BACKGROUND CHECK INFORMATION

No records found

MASSACHUSETTS BUSINESS REGISTRATION

Required Business Documentation:

Document Category	Document Name	Type	ID	Upload Date
Articles of Organization	Certificate of Organization WSF.pdf	pdf	5bd74d69d912bf0445fe4e4a	10/29/2018
Secretary of Commonwealth - Certificate of Good Standing	Sec of State COGS.pdf	pdf	5be24be66906170d8793875f	11/06/2018
Department of Revenue - Certificate of Good standing	CertofGoodStanding.pdf	pdf	5be45a41bcbac00d7d74ad16	11/08/2018
Bylaws	WSF Operating Agreement-FINAL.pdf	pdf	5be45a6d25766f0d55cc2aee	11/08/2018

No documents uploaded

Massachusetts Business Identification Number: 001337158

Doing-Business-As Name:

DBA Registration City:

BUSINESS PLAN

Business Plan Documentation:

Document Category	Document Name	Type	ID	Upload Date
Business Plan	WSF Business Plan.pdf	pdf	5be24ee425766f0d55cc29ae	11/06/2018
Plan for Liability Insurance	WSF Liability Insurance Plan.pdf	pdf	5be250684088250d697fce06	11/06/2018
Proposed Timeline	WSF Proposed Timeline.pdf	pdf	5be253fbbcbac00d7d74abdf	11/06/2018

OPERATING POLICIES AND PROCEDURES

Policies and Procedures Documentation:

Document Category	Document Name	Type	ID	Upload Date
Policies and Procedures for cultivating.	WSF Cultivation SOP.pdf	pdf	5be255064287b10d4f36ecbb	11/06/2018
Separating recreational from medical operations, if applicable	WSF Policy for Separating Recreational from Medical Operations.pdf	pdf	5be255b225766f0d55cc29b4	11/06/2018
Restricting Access to age 21 and older	WSF Policy for Limiting Access to Age 21 and Older.pdf	pdf	5be2564ffe03b20d5f694756	11/06/2018
Security plan	WSF Security System Plan.pdf	pdf	5be258fce18f9d0d7384ff50	11/06/2018
Prevention of diversion	WSF Prevention of Diversion.pdf	pdf	5be2597a6906170d87938769	11/06/2018

Storage of marijuana	WSF Policy Storage Policy.pdf	pdf	5be259cbbcbac00d7d74abe7	11/06/2018
Transportation of marijuana	WSF Policy for the Transportation of Marijuana.pdf	pdf	5be259fdbcbac00d7d74abeb	11/06/2018
Inventory procedures	WSF Policy for Inventory.pdf	pdf	5be25a3a25766f0d55cc29c0	11/06/2018
Quality control and testing	WSF Policy for Quality Control and Product Testing.pdf	pdf	5be25aa24287b10d4f36ecc9	11/06/2018
Dispensing procedures	WSF Policy for Dispensing.pdf	pdf	5be25ad525766f0d55cc29c4	11/06/2018
Personnel policies including background checks	WSF Personnel Policies Including Background Checks.pdf	pdf	5be25b1b4088250d697fce1a	11/06/2018
Record Keeping procedures	WSF Record Keeping Procedure.pdf	pdf	5be25b41e18f9d0d7384ff5c	11/06/2018
Qualifications and training	WSF Qualifications and Training Policy and Procedure.pdf	pdf	5be25b88813a010d917ac482	11/06/2018
Maintaining of financial records	WSF Maintaining of Financial Records Policy and Procedure.pdf	pdf	5d2688ad3e9601053bdb5e0c	07/10/2019
Diversity plan	WSF Diversity Plan V2.2.pdf	pdf	5d79ad1ad4b61e1ddc08de3d	09/11/2019

ATTESTATIONS

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

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

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

Notification: I Understand

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

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

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

ADDITIONAL INFORMATION NOTIFICATION

Notification: I Understand

COMPLIANCE WITH POSITIVE IMPACT PLAN

No records found

COMPLIANCE WITH DIVERSITY PLAN

No records found

HOURS OF OPERATION

Monday From: 7:00 AM Monday To: 7:00 PM

Tuesday From: 7:00 AM Tuesday To: 7:00 PM

Wednesday From: 7:00 AM Wednesday To: 7:00 PM

Thursday From: 7:00 AM Thursday To: 7:00 PM

Friday From: 7:00 AM Friday To: 7:00 PM

Saturday From: 7:00 AM Saturday To: 7:00 PM

Sunday From: 7:00 AM Sunday To: 7:00 PM

BUSINESS PLAN SUMMARY

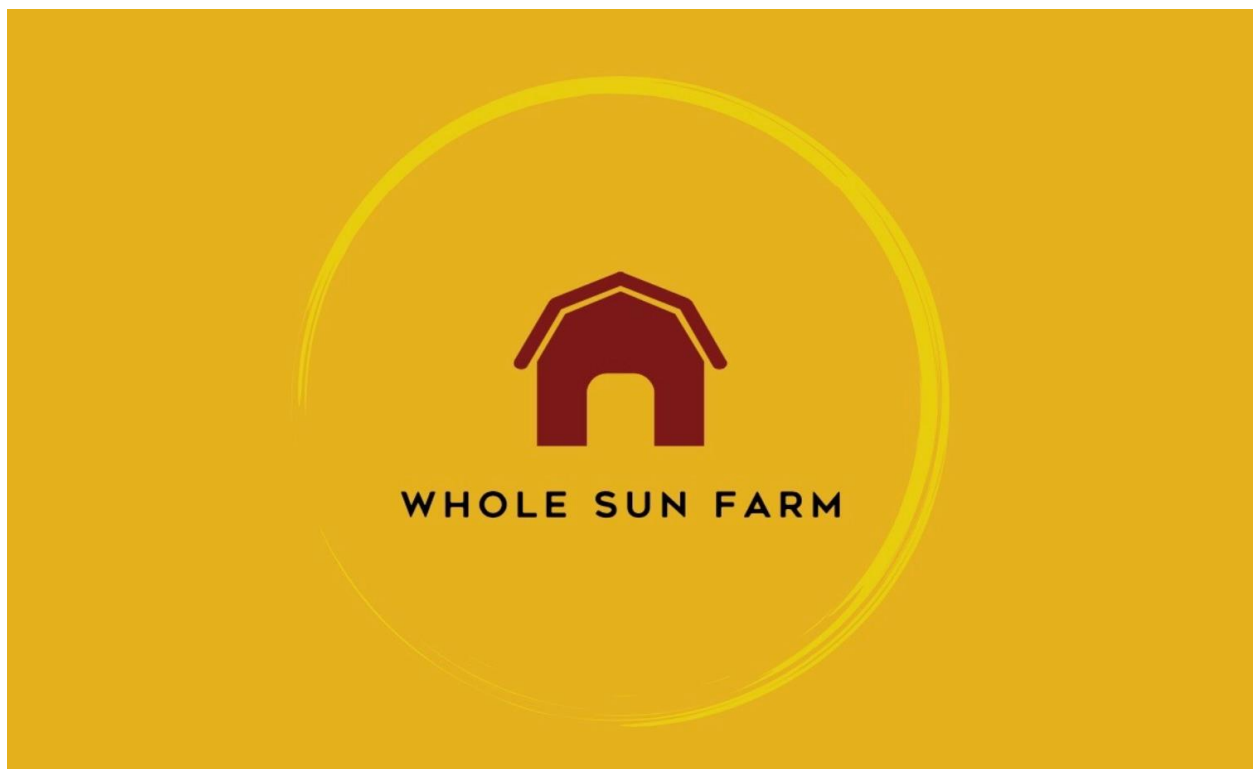


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I. Executive Summary

Whole Sun Farms will be an environmentally conscious outdoor cultivator. By harnessing the sun and using other natural techniques our overhead will be significantly less than alternative indoor practices. This strategy will translate into a natural product and provide long-term sustainability with competitive marketing pricing.

By leveraging our existing Greenhouses and Head House facility the building footprint will remain the same. The initial focus will be on upgrading our facility for optimal cannabis production and to meet CNB compliance. We are well positioned to get quickly established in the Massachusetts cannabis industry. A manageable Tier 1 Cultivation operation will allow for us to craft unique strains of marijuana that focuses on quality.

Location: We have been a family owned and operated horticultural business in the town of Dunstable for 26 years. We are committed to our town socially, economically and most importantly have their support for this endeavor. Our team is exceptionally talented, passionate and are no strangers to long hours and hard work. We understand the New England agricultural climate and how our existing facility can be transformed to grow an exceptional cannabis product.

Funding: Keeping it in the family when it comes to ownership. 100% of our capital will come from our own internal investment which will allow our vision to be executed.

We have the experience, infrastructure and community support to demonstrate how the Massachusetts Marijuana industry can provide opportunity to smaller businesses in a diverse cannabis economy.

II. Description of Business

Whole Sun Farm will produce premium sun grown cannabis using environmentally conscious techniques. Our natural growing methods will translate into an organic product that will differentiate itself from competitors. Greenhouse cultivation uses up to 90% less electricity than indoor. This benefit alone will ensure we are strategically positioned by reducing utility overhead and avoiding costly lighting equipment. We envision long term sustainability by utilizing natural low cost of production techniques and focusing on unique craft quality.

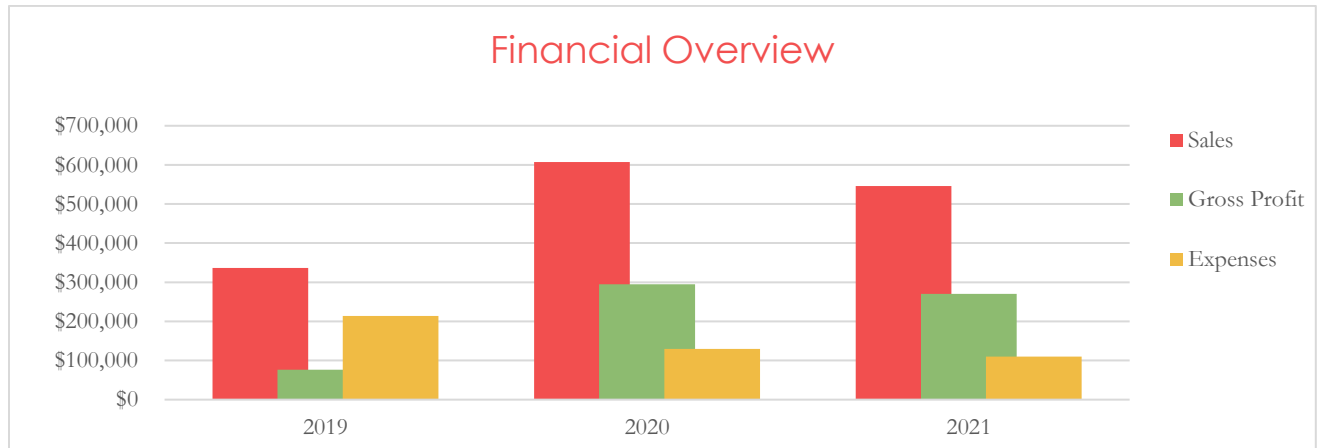
Objectives

- Leverage existing facility structure to reduce start-up costs and shorten the operational timeline.
- Implement lean low cost of production techniques that translate to added value for the consumer.
- Produce sun grown cannabis that is better for the plant, environment and our health.

Keys to Success

- Blend natural growing techniques with technology to facilitate an ideal and sustainable cannabis growing environment.
- Focus on quality not quantity, allowing the plant to run its natural life cycle.
- Obtain SunGrown certification that ensures consumers can select cannabis products that have been farmed sustainably in healthy, natural environments Sun Grown Certified – <http://www.certifiedsungrown.org>
- Start cultivating in Spring 2019 and establish Whole Sun Farm in the market place as one of the few premium Sun Grown cultivators in Massachusetts.

Highlights



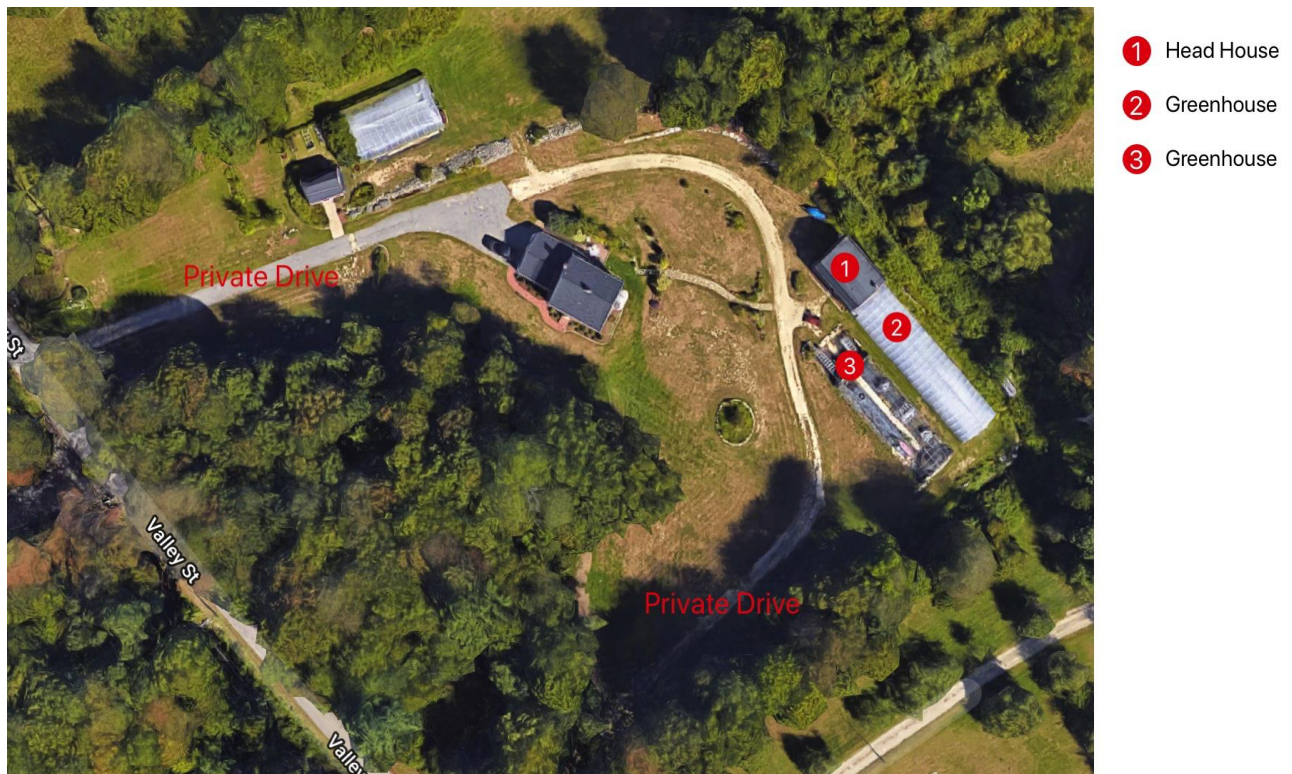
Projected to be profitable Year 1 (2019). Attributed to utilizing existing facility and energy efficient production methods.

Company Ownership/Legal Entity

Whole Sun Farms is a limited liability company that is registered with the Commonwealth of Massachusetts and will be Family owned and operated.

Location

- Compliant with town zoning requirements for Tier 1 Cultivation.
- Private 3.67-acre lot. Greenhouses and Head House set back 350ft from street.
- Two direct abutters:
 - Horse Farm (8.35 acres)
 - Retired Apple Orchard (5.57 acres)



Satellite view of property (48 Valley St, Dunstable, MA)

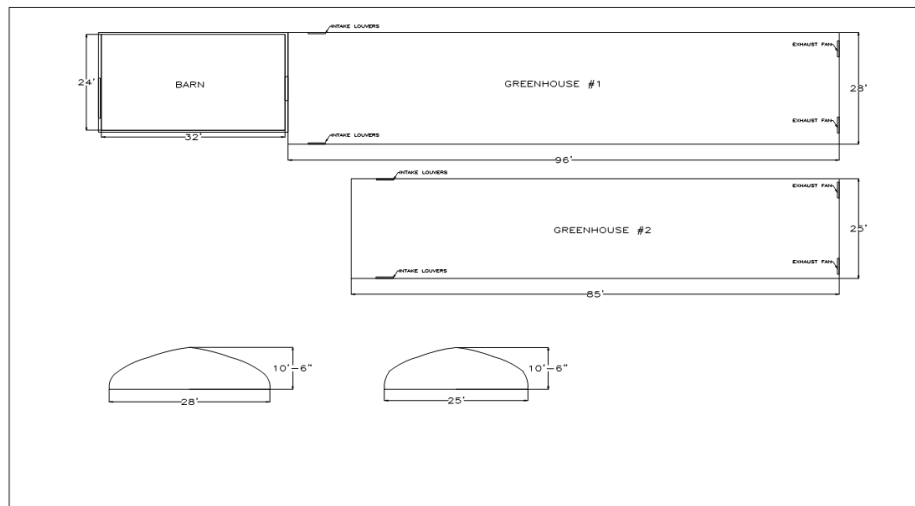
Greenhouse and Head House

- Two (2) Greenhouses that total 4,800 square feet. Both greenhouses have climate control and irrigation.
- Multi-level Head House that totals 1585 square feet. Houses the central temperature-control equipment. Providing working areas, office space and future vault storage space.
- Commercial sized irrigation well that supports over 15,000 square feet of grow.

Head House exterior renovation is underway. October 2018



Rendering of final exterior Head House



Dimensions of Greenhouse and Head House shown above (4,813 sq. ft. of growing canopy)

Interior

Greenhouse - Design and Equipment

- Engaged Griffin Greenhouse Supplies Inc. Griffin is a Massachusetts based, top greenhouse and nursery supplier in the Northeast and Mid-Atlantic.
- Their (CEA) Controlled Environment Agriculture division has assisted with designing the space and will be supplying the required equipment.

- We have been working with Griffin for over 25 years and will continue our working relationship.

Head House

- The 1585 square foot Head House will undergo renovations that will include installing RFP board on all walls and ceilings.
- First Floor - Planting area, germination racks, bathroom, wash sink and office space.
- Second Floor - Vault and drying room.

Proposed Operational Timeline

November

1. Submit Application to CNB
2. Submit Special Permit with Town of Dunstable

December/February

3. Special Permit Approved
4. Provisional License granted

January/February

5. Facility Upgrade –
 - Greenhouse Equipment Install – 3 weeks
 - Construct Vault and Head House renovation – 4-6 weeks
 - Security – Fence Install 3 weeks
 - Security System – 1- 2 weeks

March/April

6. Receive Certificate of Occupancy
7. Inspections by CNB

April

8. Receive Final License

May

9. Cultivation begins

III. Production and Marketing



- Our growing period will span 8 months (March to October). This model is most feasible for Greenhouse Cultivation in the New England.
- The chart above shows the power of sun far exceeds artificial light requirements to grow cannabis during our growing period.
- Our cash flow projection report below indicates getting a single turn (1 total harvest) from our first year of operation.
- Year two (2) we will produce 2 turns thus doubling our first year's production utilizing Light Deprivation techniques.

Products

- Signature craft Sativa strains which require more than the standard 8-10-week flowering cycle.
- Sun Grown Certified – <http://www.certifiedsungrown.org>

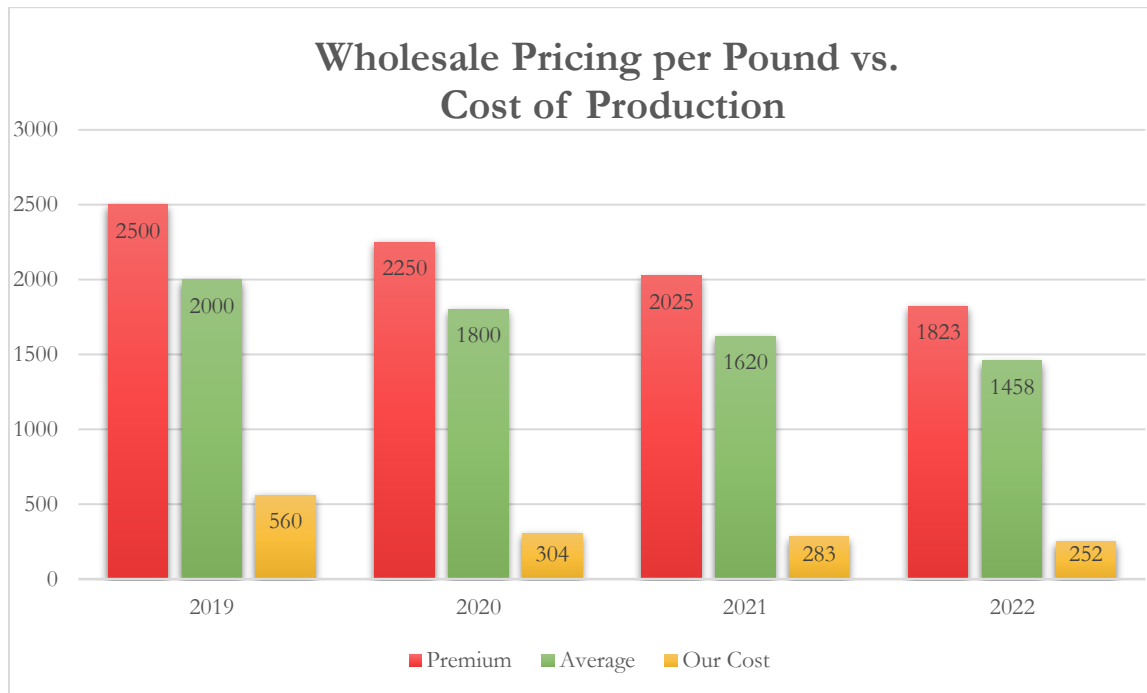
- SunGrown Certified ensures consumers can select cannabis products that have been farmed sustainably in healthy, natural environments.
- All SG products are grown using the Sun as the primary source of power, not the electrical power grid.
- Requirements also extend to sustainable farming practices for water use, pesticides and land use.
- Larger and higher yielding plants that produce more developed flower.
- Natural flower that the consumer can smell and taste
- Extended curing timelines to achieve a more complex and refined terpene profile similar to wine and fine tobacco.
- Raw flower and trim for manufacturing

Marketing

- Targeting the healthy and environmentally conscious Marijuana Retail Establishments and consumers.
- Today's consumer is hyper aware of what goes into products they consume.
- Educate consumers through proper branding and packaging to tell the difference when it comes to overall quality and responsibility of Sun Grown cannabis.
- Sun grown cannabis will offer an alternative niche in the market that will be heavily weighted by artificial light growers.

IV. Financials

Market Analysis & Pricing Margin



The chart above shows our cost of production compared to anticipated wholesale market price. (10% decline in projected market price year over year.)

- Our goal is to obtain a premium price for our natural sun grown cannabis as outlined in the Products and Marketing section.
- Whole Sun Farm will sustain profitable pricing margins during the gradual decline of wholesale cannabis pricing.

Key contributors to low cost of production

- Utility Cost
 - Electricity: 90% lower than traditional indoor grow operations
 - No water costs: Water sourced from deep irrigation well.
- Land and Facility Ownership
- Family owned and staffed

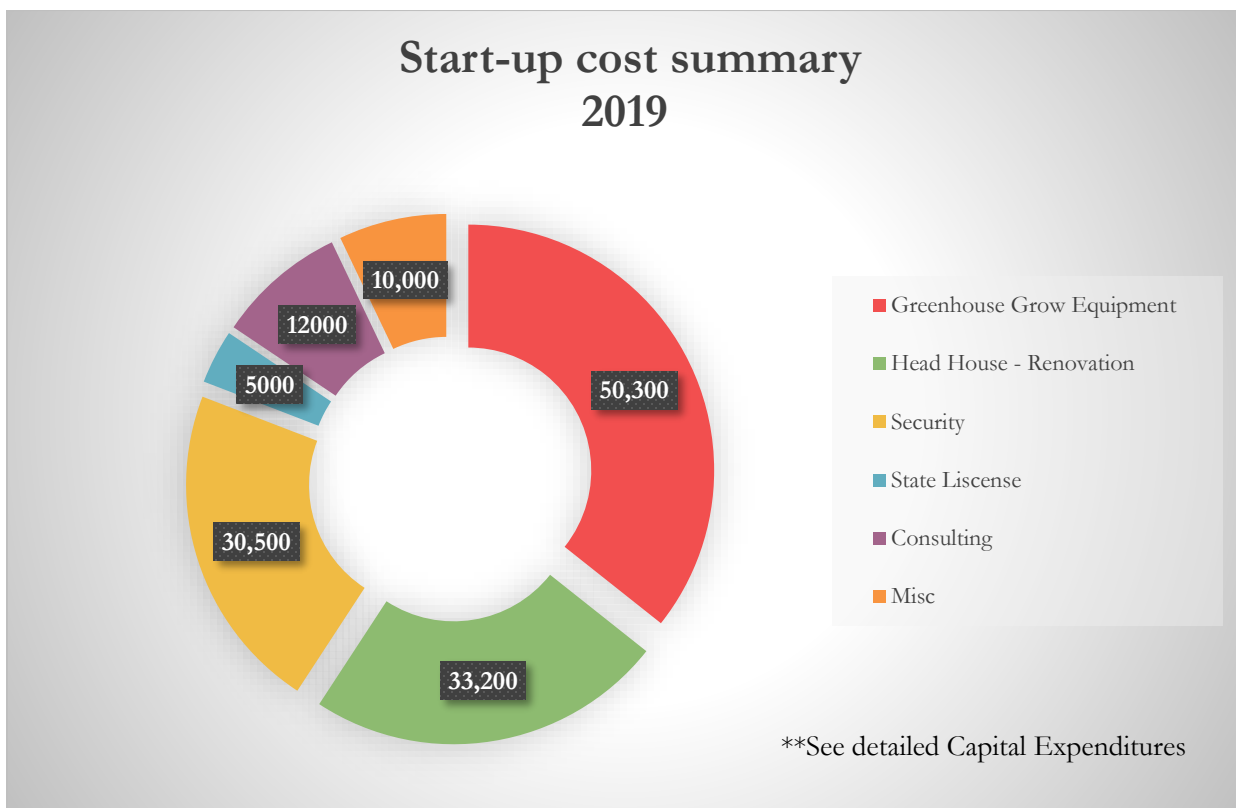
- Future Plans to include Solar Power (year 2021)

Revenue Projections

Year	Total Production	Gross Revenue (@ Avg. price)	Gross Revenue (@ Premium price)	Est. Revenue (Average Sum of Premium & Avg. Wholesale)
Year 1 (2019)	150 pounds	300,000	375,000	337,000
Year 2 (2020)	300 pounds	540,000	675,000	607,000
Year 3 (2021)	300 pounds	486,000	607,500	546,000

- Year one (2019) demonstrates 1 total harvest.
- Year two (2020) production will double as two total harvests will be possible through Light Deprivation practices.

Capital Expenses



Capital Expenditures:

Year: 2019	
Equipment/Machinery Required: Greenhouse (2)	
Exhaust Fans (4)	4600
Overhead V-Flo Fans x 7	4500
Irrigation Controller/Mixer/Feed Lines (1)	3500
Upgraded Poly Canopy (2)	2500
Dehumidification (4)	4000
Stainless Steel Desks and Trim Table	12,000
Electronic Climate Controller	2500
Odor Mitigation System	2000
Filter Intake (4)	2800
Germinating Light Beds	2200
Total Equipment/Machinery	3700
	50,300
Renovation Construction: Head House	
Insulation (mold resistant)	4000
Electrical	4000
Wash Room	2000
HVAC	2500
Vault Construction	7000
RFP Wall and Ceiling Paneling (washable)	5000
Lighting	2000
Misc. Construction Materials	1200
Construction Labor	5,500
Total Head House renovation	33,200
Compliance and Security	
Security Camera System and Servers	7000
Fence	15,000
Seed to Sale Tracking System	3000
Fire Proof Doors and Locks	3600
Interior/Exterior Motion Detection Lights	1900

<i>Total Security and Compliance</i>	<i>30,500</i>
<i>Other</i>	
Operational Tier 1 License (Outdoor)	625
Consulting Fees	12,000
Miscellaneous	10,000
Total start-up COST for Year 2019	\$130,625

Year: 2020	
Equipment/Machinery: Greenhouse	
Light Deprivation System (2)	28000
Clone Development System	6200
Miscellaneous	7500
TOTAL	\$41,700

Year: 2021	
Equipment/Machinery Required: Head House	
Solar Equipment 8 kW	17500
Battery Powerwall (2)	13500
Miscellaneous	7500
TOTAL	\$38,500

Operating Expenditures

Year:	2019	2020	2021
Rent	6000	6000	6000
Utilities	4800	7500	1200
Internet	1800	1800	1800
Payroll (seasonal)	12,000	18,000	18,000
Professional and Consulting fees	16,800	10,000	10,000
Insurance	3200	3200	3200
Advertising and Web Services	1400	3000	3000
Inventory Tracking (Seed to Sale)	5200	5200	5200
Security Fees	4800	4800	4800
Materials (seeds, clones, soil, pots, etc.)	15,200	19,000	19,000
Branded Packaging	2,800	2,800	2,800
Misc.	10000	10000	10000
Total Operating Expense	\$84,000	\$91,300	\$85,000

Profit and Loss

	2019	2020	2021
Income:			
Sales	337,000	607,000	546,000
Other			
Total Income	337,000	607,000	546,000
Capital Expenditures	130,000	38,500	25,000
Operating Expenses:	84,000	91,300	85,00
Total Expenses	214,000	129,800	110,000
Gross Profit/Loss	123,000	477,200	436,000
Local Community Host Tax @ 3%	3,690	14,316	13,080
Federal and State Taxes @ 35%	43,000	167,020	152,600
Total Tax Liability	46,690	181,336	165,680
Net Profit	76,310	295,864	270,000

Whole Sun Farm Plan for Obtaining Liability Insurance

This document is a summary of the Whole Sun Farm Plan to obtain Liability Insurance.

Purpose

The purpose of this plan is to outline how Whole Sun Farm will obtain and maintain the required General Liability and Product Liability insurance coverage as required pursuant to 935 CMR 500.105(10), or otherwise comply with this requirement.

Research

Whole Sun Farm has engaged with multiple insurance providers offering General and Product Liability Insurance coverage in the amounts required in 935 CMR 500.105(10). These providers are established in the legal marijuana industry. We are continuing these discussions with the insurance providers and will engage with the provider who best suits the needs of the company once we receive a Provisional License.

Plan

1. Once Whole Sun Farm receives its Provisional Marijuana Establishment License, we will engage with an insurance provider who is experienced in the legal marijuana industry.
 - a. Whole Sun Farm will obtain and maintain general liability insurance coverage for no less than \$1,000,000 per occurrence and \$2,000,000 in aggregate, annually, and product liability insurance coverage for no less than \$1,000,000 per occurrence and \$2,000,000 in aggregate, annually.
 - b. The deductible for each policy shall be no higher than \$5,000 per occurrence.
2. In the event that Whole Sun Farm cannot obtain the required insurance coverage, Whole Sun Farm will place a minimum of \$250,000 in an escrow account. These funds will be used solely for the coverage of liabilities.
 - a. Whole Sun Farm will replenish this account within ten business days of any expenditure.
3. Whole Sun Farm will maintain reports documenting compliance with 935 CMR 500.105(10) in a manner and form determined by the Commission and make these reports available to the Commission upon request.



Host Community Agreement Certification Form

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

Applicant

I, Gerald Gath, (*insert name*) certify as an authorized representative of Whole Sun Farm, LLC (*insert name of applicant*) that the applicant has executed a host community agreement with The Town of Dunstable, Massachusetts (*insert name of host community*) pursuant to G.L.c. 94G § 3(d) on 9/11/18 (*insert date*).

Gerald Gath
Signature of Authorized Representative of Applicant

Host Community

I, Leah Basbanes, (*insert name*) certify that I am the contracting authority or have been duly authorized by the contracting authority for Dunstable, MA (*insert name of host community*) to certify that the applicant and Dunstable, MA (*insert name of host community*) has executed a host community agreement pursuant to G.L.c. 94G § 3(d) on Sept 11 2018 (*insert date*).

Leah Basbanes
Signature of Contracting Authority or
Authorized Representative of Host Community

Community Outreach Meeting Attestation Form

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

I, **Gerald Gath**, (*insert name*) attest as an authorized representative of **Whole Sun Farm, LLC** (*insert name of applicant*) that the applicant has complied with the requirements of 935 CMR 500 and the guidance for licensed applicants on community outreach, as detailed below.

1. The Community Outreach Meeting was held on **October 3rd, 2018** (*insert date*).
2. A copy of a notice of the time, place, and subject matter of the meeting, including the proposed address of the Marijuana Establishment, was published in a newspaper of general circulation in the city or town on **September 25th, 2018** (*insert date*), which was at least seven calendar days prior to the meeting. A copy of the newspaper notice is attached as Attachment A (*please clearly label the newspaper notice in the upper right hand corner as Attachment A and upload it as part of this document*).
3. A copy of the meeting notice was also filed on **September 24th, 2018** (*insert date*) with the city or town clerk, the planning board, the contracting authority for the municipality, and local licensing authority for the adult use of marijuana, if applicable. A copy of the municipal notice is attached as Attachment B (*please clearly label the municipal notice in the upper right-hand corner as Attachment B and upload it as part of this document*).
4. Notice of the time, place and subject matter of the meeting, including the proposed address of the Marijuana Establishment, was mailed on **September, 24th, 2018** (*insert date*), which was at least seven calendar days prior to the community outreach meeting to abutters of the proposed address of the Marijuana Establishment, and residents within 300 feet of the property line of the petitioner as they appear on the most recent applicable tax list, notwithstanding that the land of any such owner is located in another city or town. A copy of one of the notices sent to abutters and parties of interest as described in this section is attached as Attachment C (*please clearly label the municipal notice in the upper right hand corner as Attachment C and upload it as part of this document; please only include a copy of one notice and please black out the name and the address of the addressee*).

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

CLASSIFIEDS

THE SUN
lowellsun.com
Massachusetts

FOR SALE • FOR RENT • HELP WANTED • TAG SALES • AUTOMOTIVE • REAL ESTATE • WANTED • LOST & FOUND • LEGALS marketplace.newspaperclassifiedsma.com

TO PLACE A CLASSIFIED AD:
CALL 866.896.4979

EMAIL classified@mediaonene.com

FAX 1-978-970-4723

LEGAL ADS legals@mediaonene.com

The ad deadline is 4:30pm for publication the following day.
(Friday @ 4:30pm for publication Sunday or Monday).



AUTOMOTIVE



EMPLOYMENT



HANDYMAN



PETS



REAL ESTATE

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102 Autos for Sale

2004 Subaru Outback
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Transmission 138k Miles
Runs Good, Tires Like
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\$1500
603-888-5366

214 Attic, Cellar & Odd Jobs

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Attics, cellars, garages
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Repairs are
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Brick, Block,
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Lowell & surrounding
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QUALITY PAINTING
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**A1 Qualified
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ALL TYPES
Over 30 years
experience in flat
roofing systems.
Office:
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Anytime: Cell:
603-203-9558
Mike

510 Help Wanted General

**INDEPENDENT
CONTRACTORS (IC'S)
FOR MEDICAL COURIER
ROUTES**

Courier Company looking
for qualified IC's to do
pharmacy deliveries.

740 Misc. for Sale

Dry Cleaning Business
for sale in Westford, MA
If interested in buying,
call Le 978-758-6629

758 Wanted to Buy

MILITARY ITEMS
Swords, knives, medals,
bayonets, helmets, flags,
uniforms, etc 603-886-7346

760 Wood, Coal & Fuel

2 yr. Seasons Firewood
Delivery 7 Days a Week
978-590-5710

764 \$251-\$500

10/30/50 12 volt battery
charger \$107 circular
saw with blade \$7
(978)452-9030

30 ft. solar pool cover for
any size. Never used. \$125
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Bedsprad, Queen- Sage
Chris Madden JC Penney
home collection \$35
(978)453-0897

Ceramic Country Scene-
Lights Up, House/Covered
Bridge \$35
(978) 970-0971

Comforter, Queen Size
w/matching Shams Tan
with Print

764 \$251-\$500

LaserLine CD Spinner
Holds 160 CD's Made in
USA \$ 30.00
(978) 970-0971

Maytag Refrigerator
with ice maker
Excellent Condition \$175
call (978) 667 0626

Pine Cone Basket Floral
Arrangement \$35.00/B.O.
(978) 970-0971

Pine Twin Bookcase
Storage, 3-drawers under
\$80 or best offer!
(978) 256-3994

Swivel Stool w/Back Iron,
Taupe Seat \$50.
(978) 453-0897

Weber Genesis Gas Grill
Never used \$400
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Affordable Apts. &
Studios, \$500 & up.
All utils incl. Sec. 8
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HOUSE.** 5 min. walk to
Umass North Campus
Medium room \$650 + util.
or large room \$675 + util.
If car parking extra \$40.
Please call or text
(781)888-4726

Public Notice

**Request for Proposals
(RFP) 2018-8: The Lowell
Housing Authority (LHA)**
invites proposals from
qualified, licensed and
bonded entities to provide
real estate legal services.
The initial term is for a
one-year period, with 2 (1)
year options at LHA's sole
discretion. The full
specifications are included
within the proposal
documents. The RFP is
available by requesting a
copy through quotes@
lhama.org as of September
25, 2018 at 12PM.
Proposals will be
accepted at the Lowell
Housing Authority Dept. of
Finance & Procurement,
350 Moody Street Lowell,
MA 01854 until October
30, 2018 at 1 PM. The
LHA reserves the right to
amend or cancel this RFP,
accept or reject any and all
proposals and waive minor
irregularities. By: /s/
Amanda Nichols, Chief
Procurement Officer (978)
364-5341 quotes@lhama.
org

Public Notice

**Commonwealth of
Massachusetts
The Trial Court**
Probate and Family Court
Middlesex Division
Docket No. MH17P2540EA
**INFORMAL PROBATE
PUBLICATION NOTICE**
Estate of:
Jane DiMauro
Date of Death:
January 23, 2017
To all persons interested in
the above captioned
estate, by Petition of
Petitioner Nicholas
DiMauro of Middleton, MA
a Will has been admitted to
informal probate. Nicholas
DiMauro of Middleton, MA
has been informally
appointed as the Personal
Representative of the
estate to serve without
surety on the bond. The
estate is being
administered under
informal procedure by the
Personal Representative
under the Massachusetts
Uniform Probate Code
without supervision by the
Court. Inventory and
accounts are not required
to be filed with the Court,
but interested parties are
entitled to notice regarding
the administration from the
Personal Representative
and can petition the Court
in any matter relating to the
estate, including
distribution of assets and
expenses of
administration. Interested
parties are entitled to
petition the Court to
institute formal

Public Notice

Legal Notice
To Whom It May Concern:
Notice is hereby given by
Whole Sun Farm, LLC that
a Community Outreach
Meeting for a proposed
Marijuana Establishment is
scheduled for October 3rd
at 55 Leighton St
Pepperell, MA 01463 from
4:00-6:00pm. The
proposed Tier 1 Cultivation
Marijuana Establishment is
anticipated to be located at
48 Valley St, Dunstable
MA.
There will be an
opportunity for the public
to ask questions.
Thank you,
Members of Whole
Sun Farm

September 25, 2018

**LEGAL NOTICE
TOWN OF DRACUT
PLANNING BOARD**
Notice is hereby given that
the Dracut Planning Board
will conduct a public
hearing on Wednesday,
October 10, 2018
commencing at 7:05 pm
in the Douglas G. Willett
Board of Selectmen
Chambers at Town Hall.
Said hearing is being held
on the petition of
**Enterprise Rent-A-Car
Company of Boston, LLC**
seeking a special permit
with site plan review for
rental of cars, vans & light
trucks with parking for 25
vehicles at 1734 Lakeview
Avenue, Unit #22 in
accordance with Sec. 2.

Public Notice

MORTGAGEE'S SALE OF REAL ESTATE
By virtue of a certain mortgage, given by **Stephen A. Beati** to Mortgage Electronic Registration Systems, Inc. as nominee for Amerihome Mortgage Company, LLC, its successors and assigns, dated August 24, 2004 and recorded with the Middlesex County (Northern District) Registry of Deeds at Book 17765, Page 24, subsequently assigned to BAC Home Loans Servicing, LP by Mortgage Electronic Registration Systems, Inc. by assignment recorded in said Middlesex County (Northern District) Registry of Deeds at Book 23028, Page 263, subsequently assigned to Federal National Mortgage Association by Bank of America N.A., successor by merger to BAC Home Loans Servicing, LP aka Countrywide Home Loans Servicing, LP by assignment recorded in said Middlesex County (Northern District) Registry of Deeds at Book 25762, Page 150, subsequently assigned to MTGLQ Investors, L.P. by Federal National Mortgage Association by assignment recorded in said Middlesex County (Northern District) Registry of Deeds at Book 31266, Page 187 for breach of the conditions of said Mortgage and for the purpose of foreclosing same, **will be sold at Public Auction at 9:00 AM on October 16, 2018 at 72 Montview Avenue, Lowell, MA**, all and singular the premises described in said Mortgage, to wit:
The land is said Lowell with the buildings thereon, situated in the westerly side of Montview Avenue, bounded and described as follows: Beginning at the northeasterly corner of the premises on the westerly side of said Montview Avenue; thence running westerly at a right angle by Lot F on a plan of land hereinafter described, and by land now or formerly of J.A. Lequin, one hundred thirty five (135.00) feet to other land of J.A. Lequin; thence running southerly by land formerly on J.A. Lequin, sixty-five (65) feet to a corner still at other land of J.A. Lequin; thence turning at a right angle and running easterly by land formerly of J.A. Lequin and by Lot H as shown on said plan, one hundred thirty-five (135) feet to Montview Avenue, thence turning and running northerly on Montview, sixty-five (65) feet to the point of beginning. Containing 8,775 square feet of land and being Lot G and part of Lot 52 on a plan of land entitled "Building Lots in Lowell belonging to J.A. Lequin, December 17, 1926, Brooks, Jordan & Graves, C.E.'s", which plan is recorded with Middlesex North District Registry of Deeds, Book of Plans 49 Plan 90. Subject to

ATTACHMENT B

RECEIVED

SEP 25 2018

BOARD OF SELECTMEN

Dunstable Town Administrator

Town Hall

511 Main St

Dunstable, Ma 01827

September 25th, 2018

To Dunstable Town Administrator,

Notice is hereby given by Whole Sun Farm, LLC that a Community Outreach Meeting for a proposed Marijuana Establishment is scheduled for October 3rd at 55 Leighton St Pepperell, MA 01463 from 4:00-6:00pm. The proposed Tier 1 Cultivation Marijuana Establishment is anticipated to be located at 48 Valley St, Dunstable MA.

There will be an opportunity for the public to ask questions.

Thank you,

Members of Whole Sun Farm

ATTACHMENT B

Planning Board

511 Main St

Dunstable, Ma 01827

September 24th, 2018

To members of the Dunstable Planning Board:

Notice is hereby given by Whole Sun Farm, LLC that a Community Outreach Meeting for a proposed Marijuana Establishment is scheduled for October 3rd at 55 Leighton St Pepperell, MA 01463 from 4:00-6:00pm. The proposed Tier 1 Cultivation Marijuana Establishment is anticipated to be located at 48 Valley St, Dunstable MA.

There will be an opportunity for the public to ask questions.

Thank you,

Members of Whole Sun Farm

Board of Selectmen

511 Main St

Dunstable, Ma 01827

September 24th, 2018

To the Dunstable Board of Selectmen:

Notice is hereby given by Whole Sun Farm, LLC that a Community Outreach Meeting for a proposed Marijuana Establishment is scheduled for October 3rd at 55 Leighton St Pepperell, MA 01463 from 4:00-6:00pm. The proposed Tier 1 Cultivation Marijuana Establishment is anticipated to be located at 48 Valley St, Dunstable MA.

There will be an opportunity for the public to ask questions.

Thank you,

Members of Whole Sun Farm

Town Administrator
511 Main St
Dunstable, Ma 01827

September 24th, 2018

To Town Administrator of Dunstable:

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There will be an opportunity for the public to ask questions.

Thank you,

Members of Whole Sun Farm

Town Clerk

511 Main St

Dunstable, Ma 01827

September 24th, 2018

To Town Clerk of Dunstable:

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There will be an opportunity for the public to ask questions.

Thank you,

Members of Whole Sun Farm

3/31/19**Cannabis Control Commission:**

Whole Sun Farm notified all the required abutters and residents of the Community Outreach Meeting via US Mail. I personally delivered the letters to the Dunstable Post Office where they were hand stamped and processed. Below is the list of a abutters within 300 feet of the property line of the proposed establishment that received our letter.

Jacob and Erin Sears
28 Valley St
Dunstable, Ma 01827

Chris Lee & Rong Ye
62 Valley
Dunstable, Ma 01827

Mark & Amy Atwood
66 Valley
Dunstable, Ma 01827

Jane & Arthur Ayres
35 Valley St
Dunstable, Ma 01827

Vanguard Construction Company
61 Valley St
Dunstable, Ma 01827

Waldo & Lorain Chellis
67 Valley St
Dunstable, Ma 01827

Brian Flanders
15 Valley St
Dunstable, Ma 01827

Sincerely,



Martha Gath

ATTACHMENT C

September 25th, 2018

Dear [REDACTED],

Notice is hereby given by Whole Sun Farm, LLC that a Community Outreach Meeting for a proposed Marijuana Establishment is scheduled for October 3rd at 55 Leighton St Pepperell, MA 01463 from 4:00-6:00pm. The proposed Tier 1 Cultivation Marijuana Establishment is anticipated to be located at 48 Valley St, Dunstable MA.

There will be an opportunity for the public to ask questions.

Thank you,

Members of Whole Sun Farm

Whole Sun Farm Plan to Remain Compliant with Local Zoning

The purpose of this plan is to outline how Whole Sun Farm, LLC. will remain in compliance with local codes, ordinances, and bylaws for the physical address of our Marijuana Establishment at 48 Valley Road in Dunstable, which shall include, but not be limited to, the identification of any local licensing requirements for the adult use of marijuana

Background

Section 30 of the Town of Dunstable Zoning by laws “Recreational Marijuana Establishments” regulates the time place and manner of Marijuana Establishments. Under Section 30(D)(2) Tier 1 Cultivators shall be allowed in all zoning districts with the issuance of a special permit from the Dunstable Planning Board.

The by law also creates buffer zones that exclude Marijuana Establishments which include:

1. 200 feet of a residential dwelling;
2. 500 feet of a public or private school, playground (indoor or outdoor), day-care center, or youth center;
3. 500 feet of a library;
4. 500 feet of a church or place of worship; or
5. 500 feet of a park, athletic playing field, scout camp, golf course, or any facility where children commonly congregate.

The Whole Sun Farm proposed location at 48 Valley Street in Dunstable is fully compliant with the zoning bylaw, including the required buffers.

The Whole Sun Farm management team has reviewed this ordinance in its entirety and have developed plans and strategies on compliance with all of the requirements and special permit conditions. We plan to immediately apply for a Special Permit from the Dunstable Planning Board and will meet all of the special permit conditions.

Ongoing Compliance

Whole Sun Farm is committed to remaining in compliance with all with local codes, ordinances, and bylaws. We will engage the services of a compliance consultant who will make periodic assessments of our operation for compliance with all applicable local, state and federal laws and regulations, including zoning and special permit compliance.

The companies Managers will remain in contact with municipal officials including the Town Administrator, Planning Board, Building Inspector and other applicable officials to ensure that there is an open line of communications. We will remain up to date with all zoning ordinance changes and requirements to ensure that Whole Sun Farm, LLC. remains in compliance.



The Commonwealth of Massachusetts
William Francis Galvin

Minimum Fee: \$500.00

Secretary of the Commonwealth, Corporations Division
 One Ashburton Place, 17th floor
 Boston, MA 02108-1512
 Telephone: (617) 727-9640

Certificate of Organization

(General Laws, Chapter)

Identification Number: 001337158

1. The exact name of the limited liability company is: WHOLE SUN FARM LLC

2a. Location of its principal office:

No. and Street: 48 VALLEY ST
 City or Town: DUNSTABLE State: MA Zip: 01827 Country: USA

2b. Street address of the office in the Commonwealth at which the records will be maintained:

No. and Street: 48 VALLEY ST
 City or Town: DUNSTABLE State: MA Zip: 01827 Country: USA

3. The general character of business, and if the limited liability company is organized to render professional service, the service to be rendered:

FORMING FOR THE PURPOSE OF APPLYING FOR A MASSACHUSETTS MARIJUANA LICENSE.
THE COMPANY WILL NOT DEAL IN MARIJUANA OR DO ANY BUSINESS WITH MARIJUANA.

4. The latest date of dissolution, if specified:

5. Name and address of the Resident Agent:

Name: GERALD GATH
 No. and Street: 48 VALLEY ST
 City or Town: DUNSTABLE State: MA Zip: 01827 Country: USA

I, GERALD GATH resident agent of the above limited liability company, consent to my appointment as the resident agent of the above limited liability company pursuant to G. L. Chapter 156C Section 12.

6. The name and business address of each manager, if any:

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
MANAGER	GERALD GATH MR	48 VALLEY ST DUNSTABLE, MA 01827 USA
MANAGER	MARTHA GATH	48 VALLEY DUNSTABLE, MA 01827 USA
MANAGER	JOHN GATH	4 PINEBROOK RD NASHUA, NH 03062 USA

7. The name and business address of the person(s) in addition to the manager(s), authorized to execute documents to be filed with the Corporations Division, and at least one person shall be named if there are no managers.

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code

8. The name and business address of the person(s) authorized to execute, acknowledge, deliver and record any recordable instrument purporting to affect an interest in real property:

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code

9. Additional matters:

SIGNED UNDER THE PENALTIES OF PERJURY, this 17 Day of July, 2018,
JOHN GATH

(The certificate must be signed by the person forming the LLC.)

THE COMMONWEALTH OF MASSACHUSETTS

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

July 17, 2018 05:31 PM

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

WILLIAM FRANCIS GALVIN

Secretary of the Commonwealth

**Limited Liability Company Agreement of
Whole Sun Farm, LLC,
a Limited Liability Company**

THIS OPERATING AGREEMENT (this "Agreement") of Whole Sun Farm, LLC, LLC (the "Company"), is executed and agreed to, for good and valuable consideration, by the undersigned members (the "Members").

I. Formation.

- A. State of Formation. This is a Limited Liability Company Operating Agreement (the "Agreement") for Whole Sun Farm, LLC, a Member-managed Massachusetts limited liability company (the "Company") formed under and pursuant to Massachusetts law.

- B. Operating Agreement Controls. To the extent that the rights or obligations of the Members or the Company under provisions of this Operating Agreement differ from what they would be under Massachusetts law absent such a provision, this Agreement, to the extent permitted under Massachusetts law, shall control.

- C. Primary Business Address. The location of the primary place of business of the Company is:

48 Valley St, Dunstable, Massachusetts 01827, or such other location as shall be selected from time to time by the Members.

- D. Registered Agent and Office. The Company's initial agent (the "Agent") for service of process is Gerald Gath. The Agent's registered office is 48 Valley St Dunstable, Massachusetts 01827. The Company may change its registered office, its registered agent, or both, upon filing a statement with the Massachusetts Secretary of State.
- E. No State Law Partnership. No provisions of this Agreement shall be deemed or construed to constitute a partnership (including, without limitation, a limited partnership) or joint venture, or any Member a partner or joint venturer of or with any other Member, for any purposes other than federal and state tax purposes.

II. Purposes and Powers.

- A. Purpose. The Company is created for the following business purpose:

Cannabis Cultivation

- B. Powers. The Company shall have all of the powers of a limited liability company set forth under Massachusetts law.
- C. Duration. The Company's term shall commence upon the filing of an Articles of Organization and all other such necessary materials with the state of Massachusetts. The Company will operate until terminated as outlined in this Agreement unless:

1. The Members vote unanimously to dissolve the Company;

2. No Member of the Company exists, unless the business of the Company is continued in a manner permitted by Massachusetts law;
3. It becomes unlawful for either the Members or the Company to continue in business;
4. A judicial decree is entered that dissolves the Company; or
5. Any other event results in the dissolution of the Company under federal or Massachusetts law.

III. Members.

- A. Members. The Members of the Company (jointly the "Members") and their Membership Interest in the same at the time of adoption of this Agreement are as follows:

Gerald Gath, 20%

John Gath, 60%

Martha Gath, 20%

- B. Limited Liability of the Members. Except as otherwise provided for in this Agreement or otherwise required by Massachusetts law, no Member shall be personally liable for any acts, debts, liabilities or obligations of the Company beyond their respective Initial Contribution, including liability arising under a judgment, decree or order of a court. The Members shall look solely to the Company property for the return of their Initial Contribution, or value thereof, and if the Company property remaining after payment or discharge of the debts, liabilities or obligations of the Company is insufficient to return such Initial Contributions, or value thereof, no Member shall have any recourse against any other Member except as is expressly provided for by this Agreement or as otherwise allowed by law.
- C. Death, Incompetency or Termination of a Member. Should a Member die, be declared incompetent, or withdraw from the Company by choice, the remaining Members will have the option to buy out that Member's Membership Interest in the Company. Should the Members agree to buy out the Membership Interest of the withdrawing Member, that Interest shall be paid for equally by the remaining Members and distributed in equal amounts to the remaining Members. The Members agree to hire an outside firm to assess the value of the Membership Interest.

The Members will have 90 days to decide if they want to buy the Membership Interest together and disperse it equally. If all Members do not agree to buy the Membership Interest, individual Members will then have the right to buy the Membership Interest individually. If more than one Member requests to buy the remaining Membership Interest, the Membership Interest will be paid for and split equally among those Members wishing to purchase the Membership Interest. If all Members agree by unanimous vote, the Company may choose to allow a non-Member to buy the Membership Interest thereby replacing the previous Member.

If no individual Member(s) finalize a purchase agreement by 90 days, the withdrawing Member, or their estate, may dispose of their Membership Interest however they see fit, subject to the limitations in Section III (E) below. If a Member is a corporation, trust, partnership, limited liability company or other entity and is dissolved or terminated, the powers of that Member may be exercised by its legal representative or successor.

The name of the Company may be amended upon the written and unanimous vote of all Members if a Member withdraws, dies, is found incompetent or is terminated.

D. Creation or Substitution of New Members. Any Member may assign in whole or in part its Membership Interest only after granting their fellow Members the right of first refusal, as established in Section III (D) above.

1. *Entire transfer*. If a Member transfers all of its Membership Interest, the transferee shall be admitted to the Company as a substitute Member upon its execution of an instrument signifying its agreement to be bound by the terms and conditions of this Agreement. Such admission shall be deemed effective immediately upon the transfer, and, simultaneously, the transferor Member shall cease to be a Member of the Company and shall have no further rights or obligations under this Agreement.
2. *Partial transfer*. If a Member transfers only a portion of its Membership Interest, the transferee shall be admitted to the Company as an additional Member upon its execution of an instrument signifying its agreement to be bound by the terms and conditions of this Agreement.
3. Whether a substitute Member or an additional Member, absent the written consent of all existing Members of the Company, the transferee shall be a limited Member and possess only the percentage of the monetary rights of the

transferor Member that was transferred without any voting power as a Member in the Company.

E. Member Voting.

1. *Voting power.* The Company's Members shall each have one Vote equal to the Vote of each other Member, regardless of the Member's share of Membership Interest in the Company.
2. *Proxies.* At all meetings of Members, a Member may vote in person or by proxy executed in writing by the Member or by his duly authorized attorney-in-fact. Such proxy shall be delivered to the other Members of the Company before or at the time of the meeting. No proxy shall be valid after eleven months from the date of its execution, unless otherwise provided in the proxy.

F. Duties of the Members. The Members shall cause the Company to do or cause to be done all things necessary to preserve and keep in full force and effect its existence, rights (charter and statutory) and franchises. The Members also shall cause the Company to:

1. Maintain its own books, records, accounts, financial statements, stationery, invoices, checks and other limited liability company documents and bank accounts separate from any other person;
2. At all times hold itself out as being a legal entity separate from the Members and any other person and conduct its business in its own name;

3. File its own tax returns, if any, as may be required under applicable law, and pay any taxes required to be paid under applicable law;
4. Not commingle its assets with assets of the Members or any other person, and separately identify, maintain and segregate all Company assets;
5. Pay its own liabilities only out of its own funds, except with respect to organizational expenses;
6. Maintain an arm's length relationship with the Members, and, with respect to all business transactions entered into by the Company with the Members, require that the terms and conditions of such transactions (including the terms relating to the amounts paid thereunder) are the same as would be generally available in comparable business transactions if such transactions were with a person that was not a Member;
7. Pay the salaries of its own employees, if any, out of its own funds and maintain a sufficient number of employees in light of its contemplated business operations;
8. Not guarantee or become obligated for the debts of any other person or hold out its credit as being available to satisfy the obligations of others;
9. Allocate fairly and reasonably any overhead for shared office space;

10. Not pledge its assets for the benefit of any other person or make any loans or advances to any person;
11. Correct any known misunderstanding regarding its separate identity;
12. Maintain adequate capital in light of its contemplated business purposes;
13. Cause its Members to meet or act pursuant to written consent and keep minutes of such meetings and actions and observe all other Massachusetts limited liability company formalities;
14. Make any permitted investments directly or through brokers engaged and paid by the Company or its agents;
15. Not require any obligations or securities of the Members; and
16. Observe all other limited liability formalities.

Failure of the Members to comply with any of the foregoing covenants shall not affect the status of the Company as a separate legal entity or the limited liability of the Members.

G. Fiduciary Duties of the Members.

1. *Loyalty and Care.* Except to the extent otherwise provided herein, each Member shall have a fiduciary duty of loyalty and care similar to that of members of limited liability companies organized under the laws of Massachusetts.
2. *Competition with the Company.* The Members shall refrain from dealing with the Company in the conduct of the Company's business as or on behalf of a party having an interest adverse to the Company unless a majority, by individual vote, of the Members excluding the interested Member, consents thereto. The Members shall refrain from competing with the Company in the conduct of the Company's business unless a majority, by individual vote, of the Members excluding the interested Member, consents thereto. In the event that a Member is the sole Member of the Company, no vote shall be required.
3. *Duties Only to the Company.* The Member's fiduciary duties of loyalty and care are to the Company and not to the other Members. The Members shall owe fiduciary duties of disclosure, good faith and fair dealing to the Company and to the other Members. A Member who so performs their duties shall not have any liability by reason of being or having been a Member.
4. *Reliance on Reports.* In discharging the Member's duties, a Member is entitled to rely on information, opinions, reports, or statements, including financial statements and other financial data, if prepared or presented by any of the following:

- i. One or more Members or employees of the Company whom the Member reasonably believes to be reliable and competent in the matters presented.
- ii. Legal counsel, public accountants, or other persons as to matters the Member reasonably believes are within the persons' professional or expert competence.
- iii. A committee of Members of which the affected Member is not a participant, if the Member reasonably believes the committee merits confidence.

H. Waiver of Partition: Nature of Interest. Except as otherwise expressly provided in this Agreement, to the fullest extent permitted by law, each Member hereby irrevocably waives any right or power that such Member might have to cause the Company or any of its assets to be partitioned, to cause the appointment of a receiver for all or any portion of the assets of the Company, to compel any sale of all or any portion of the assets of the Company pursuant to any applicable law or to file a complaint or to institute any proceeding at law or in equity to cause the dissolution, liquidation, winding up or termination of the Company. No Member shall have any interest in any specific assets of the Company.

I. Compensation of Members. The Members shall have the authority to fix the compensation of individual Members. All Members may be paid their expenses, if any, of attendance at meetings of the Members, which may be a fixed sum for attendance at each meeting of the Members or a stated salary as a Member. No such payment shall preclude any Member from serving the Company in any other capacity and receiving compensation therefor.

J. Members as Agents. All Members are agents of the Company for the purpose of its

business. An act of any Member, including the signing of an instrument in the Company's name, binds the Company where the Member executed the act for apparently carrying on the Company's business or business of the kind carried on by the Company in the ordinary course, unless the Member had no authority to act for the Company in the particular matter and the person with whom the Member was dealing knew or had notice that the Member lacked authority. An act of a Member binds the Company, however, even where the Member executed the act not apparently for carrying on the Company's business or business of the kind carried on by the Company in the ordinary course only if the act was authorized by the other Members.

IV. Accounting and Distributions.

- A. Fiscal Year. The Company's fiscal year shall end on the last day of December.
- B. Records. All financial records including tax returns and financial statements will be held at the Company's primary business address and will be accessible to all Members.
- C. Distributions. Distributions shall be issued on an annual basis, based upon the Company's fiscal year. The distribution shall not exceed the remaining net cash of the Company after making appropriate provisions for the Company's ongoing and anticipatable liabilities and expenses. Each Member shall receive a percentage of the overall distribution that matches that Member's percentage of Membership Interest in the Company.

V. Tax Treatment Election.

The Company has not filed with the Internal Revenue Service for treatment as a corporation. Instead, the Company will be taxed as a pass-through organization. The Members may elect for the Company to be treated as a C-Corporation, S-

corporation or a Partnership at any time.

VI. Dissolution.

- A. Limits on Dissolution. The Company shall have a perpetual existence, and shall be dissolved, and its affairs shall be wound up only upon the provisions established in Section II (C) above.

Notwithstanding any other provision of this Agreement, the Bankruptcy of any Member shall not cause such Member to cease to be a Member of the Company and upon the occurrence of such an event, the business of the Company shall continue without dissolution.

Each Member waives any right that it may have to agree in writing to dissolve the Company upon the Bankruptcy of any Member or the occurrence of any event that causes any Member to cease to be a Member of the Company.

- B. Winding Up. Upon the occurrence of any event specified in Section II(C), the Company shall continue solely for the purpose of winding up its affairs in an orderly manner, liquidating its assets, and satisfying the claims of its creditors. One or more Members, selected by the remaining Members, shall be responsible for overseeing the winding up and liquidation of the Company, shall take full account of the liabilities of the Company and its assets, shall either cause its assets to be distributed as provided under this Agreement or sold, and if sold as promptly as is consistent with obtaining the fair market value thereof, shall cause the proceeds therefrom, to the extent sufficient therefor, to be applied and distributed as provided under this Agreement.
- C. Distributions in Kind. Any non-cash asset distributed to one or more Members in

liquidation of the Company shall first be valued at its fair market value (net of any liability secured by such asset that such Member assumes or takes subject to) to determine the profits or losses that would have resulted if such asset were sold for such value, such profit or loss shall then be allocated as provided under this Agreement. The fair market value of such asset shall be determined by the Members or, if any Member objects, by an independent appraiser (any such appraiser must be recognized as an expert in valuing the type of asset involved) approved by the Members.

- D. Termination. The Company shall terminate when (i) all of the assets of the Company, after payment of or due provision for all debts, liabilities and obligations of the Company, shall have been distributed to the Members in the manner provided for under this Agreement and (ii) the Company's registration with the state of Massachusetts shall have been canceled in the manner required by Massachusetts law.
- E. Accounting. Within a reasonable time after complete liquidation, the Company shall furnish the Members with a statement which shall set forth the assets and liabilities of the Company as at the date of dissolution and the proceeds and expenses of the disposition thereof.
- F. Limitations on Payments Made in Dissolution. Except as otherwise specifically provided in this Agreement, each Member shall only be entitled to look solely to the assets of the Company for the return of its Initial Contribution and shall have no recourse for its Initial Contribution and/or share of profits (upon dissolution or otherwise) against any other Member.
- G. Notice to Massachusetts Authorities. Upon the winding up of the Company, the Member with the highest percentage of Membership Interest in the Company shall be responsible for the filing of all appropriate notices of dissolution with Massachusetts and any other appropriate state or federal authorities or agencies as may be required by law. In the event that two or more Members have equally high percentages of Membership Interest in the Company, the Member with the longest continuous tenure as a Member of the Company shall be responsible for the filing of such notices.

VII. Exculpation and Indemnification.

- A. No Member, employee or agent of the Company and no employee, agent or affiliate of a Member (collectively, the "Covered Persons") shall be liable to the Company or any other person who has an interest in or claim against the Company for any loss, damage or claim incurred by reason of any act or omission performed or omitted by such Covered Person in good faith on behalf of the Company and in a manner reasonably believed to be within the scope of the authority conferred on such Covered Person by this Agreement, except that a Covered Person shall be liable for any such loss, damage or claim incurred by reason of such Covered Person's gross negligence or willful misconduct.

- B. To the fullest extent permitted by applicable law, a Covered Person shall be entitled to indemnification from the Company for any loss, damage or claim incurred by such Covered Person by reason of any act or omission performed or omitted by such Covered Person in good faith on behalf of the Company and in a manner reasonably believed to be within the scope of the authority conferred on such Covered Person by this Agreement. Expenses, including legal fees, incurred by a Covered Person defending any claim, demand, action, suit or proceeding shall be paid by the Company. The Covered Person shall be liable to repay such amount if it is determined that the Covered Person is not entitled to be indemnified as authorized in this Agreement. No Covered Person shall be entitled to be indemnified in respect of any loss, damage or claim incurred by such Covered Person by reason of such Covered Person's gross negligence or willful misconduct with respect to such acts or omissions. Any indemnity under this Agreement shall be provided out of and to the extent of Company assets only.

- C. A Covered Person shall be fully protected in relying in good faith upon the records of the Company and upon such information, opinions, reports or statements presented to the Company by any person as to matters the Covered Person reasonably believes are within such other person's professional or expert competence and who has been selected with reasonable care by or on behalf of the Company, including information, opinions, reports or statements as to the value and amount of the assets, liabilities, or

any other facts pertinent to the existence and amount of assets from which distributions to the Members might properly be paid.

- D. To the extent that, at law or in equity, a Covered Person has duties (including fiduciary duties) and liabilities relating thereto to the Company or to any other Covered Person, a Covered Person acting under this Agreement shall not be liable to the Company or to any other Covered Person for its good faith reliance on the provisions of this Agreement. The provisions of the Agreement, to the extent that they restrict the duties and liabilities of a Covered Person otherwise existing at law or in equity, are agreed by the Members to replace such other duties and liabilities of such Covered Person.
- E. The foregoing provisions of this Article VII shall survive any termination of this Agreement.

VIII. Insurance.

The Company shall have the power to purchase and maintain insurance, including insurance on behalf of any Covered Person against any liability asserted against such person and incurred by such Covered Person in any such capacity, or arising out of such Covered Person's status as an agent of the Company, whether or not the Company would have the power to indemnify such person against such liability under the provisions of Article VII or under applicable law. This is separate and apart from any business insurance that may be required as part of the business in which the Company is engaged.

IX. Settling Disputes.

All Members agree to enter into mediation before filing suit against any other Member or the Company for any dispute arising from this Agreement or Company. Members

agree to attend one session of mediation before filing suit. If any Member does not attend mediation, or the dispute is not settled after one session of mediation, the Members are free to file suit. Any law suits will be under the jurisdiction of the state of Massachusetts.

X. Independent Counsel.

All Members entering into this Agreement have been advised of their right to seek the advice of independent legal counsel before signing this Agreement. All Members and each of them have entered into this Agreement freely and voluntarily and without any coercion or duress.

XI. General Provisions.

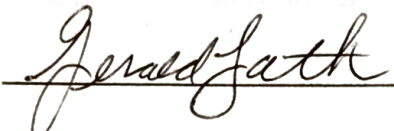
- A. Notices. All notices, offers or other communications required or permitted to be given pursuant to this Agreement shall be in writing and may be personally served or sent by United States mail and shall be deemed to have been given when delivered in person or three (3) business days after deposit in United States mail, registered or certified, postage prepaid, and properly addressed, by or to the appropriate party.
- B. Number of Days. In computing the number of days (other than business days) for purposes of this Agreement, all days shall be counted, including Saturdays, Sundays and holidays; provided, however, that if the final day of any time period falls on a Saturday, Sunday or holiday on which national banks are or may elect to be closed, then the final day shall be deemed to be the next day which is not a Saturday, Sunday or such holiday.
- C. Execution of Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original, and all of which shall together

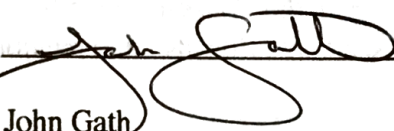
constitute one and the same instrument.


- D. Severability. The provisions of this Agreement are independent of and separable from each other, and no provision shall be affected or rendered invalid or unenforceable by virtue of the fact that for any reason any other or others of them may be invalid or unenforceable in whole or in part.
- E. Headings. The Article and Section headings in this Agreement are for convenience and they form no part of this Agreement and shall not affect its interpretation.
- F. Controlling Law. This Agreement shall be governed by and construed in all respects in accordance with the laws of the state of Massachusetts (without regard to conflicts of law principles thereof).
- G. Application of Massachusetts Law. Any matter not specifically covered by a provision of this Agreement shall be governed by the applicable provisions of Massachusetts law.
- H. Amendment. This Agreement may be amended only by written consent of all the Members. Upon obtaining the approval of any such amendment, supplement or restatement as to the Certificate, the Company shall cause a Certificate of Amendment or Amended and Restated Certificate to be prepared, executed and filed in accordance with Massachusetts law.
- I. Entire Agreement. This Agreement contains the entire understanding among the parties hereto with respect to the subject matter hereof, and supersedes all prior and contemporaneous agreements and understandings, inducements or conditions, express

or implied, oral or written, except as herein contained.

IN WITNESS WHEREOF, the Members have executed and agreed to this Limited Liability Company Operating Agreement, which shall be effective as of July 17, 2018.

Signature: 
Gerald Gath

Signature: 
John Gath

Signature: 
Martha Gath

ATTACHMENT A
Initial Contributions of the Members

The Initial Contributions of the Members of Whole Sun Farm, LLC are as follows:

Gerald Gath

Contribution:

John Gath

Contribution: **\$50,000.00**

Martha Gath

Contribution:



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

mass.gov/dor

Letter ID: L0340519552
Notice Date: October 25, 2018
Case ID: 0-000-284-476



CERTIFICATE OF GOOD STANDING/TAX COMPLIANCE REQUEST STATUS



WHOLE SUN FARM
48 VALLEY ST
DUNSTABLE MA 01827-2507

Why did I receive this notice?

We received your request for a Certificate of Good Standing and/or Tax Compliance for WHOLE SUN FARM. As of the date of this notice, the Commissioner of Revenue is unable to certify whether you are in compliance with your tax obligations under Chapter 62C of the Massachusetts General Laws.

According to our records, you're not registered with the Department of Revenue. As a result, we don't know if you have any outstanding liabilities. We're also unable to determine if you're legally required to file and pay taxes in Massachusetts.

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

Use the confirmation code below to print another copy of this letter or to review your submission.
Confirmation Code: 4jnzkv

Edward W. Coyle, Jr., Chief
Collections Bureau



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

William Francis Galvin
Secretary of the
Commonwealth

October 26, 2018

TO WHOM IT MAY CONCERN:

I hereby certify that a certificate of organization of a Limited Liability Company was filed in this office by

WHOLE SUN FARM LLC

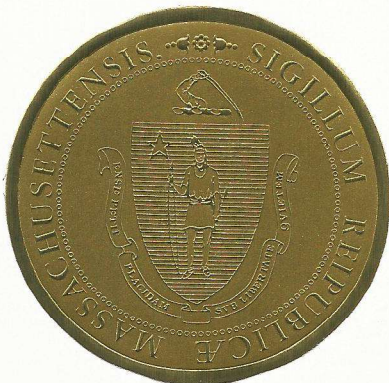
in accordance with the provisions of Massachusetts General Laws Chapter 156C on **July 17, 2018.**

I further certify that said Limited Liability Company has filed all annual reports due and paid all fees with respect to such reports; that said Limited Liability Company has not filed a certificate of cancellation or withdrawal; and that said Limited Liability Company is in good standing with this office.

I also certify that the names of all managers listed in the most recent filing are: **GERALD GATH MR, MARTHA GATH, JOHN GATH**

I further certify, the names of all persons authorized to execute documents filed with this office and listed in the most recent filing are: **GERALD GATH MR, MARTHA GATH, JOHN GATH**

The names of all persons authorized to act with respect to real property listed in the most recent filing are: **NONE**



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:IL

Whole Sun Farm Policy for Dispensing

Not Applicable

Whole Sun Farm is not a Medical Marijuana Treatment Center, existing RMD Applicant or a Marijuana Retailer

Whole Sun Farm is applying for a Marijuana Cultivator License in which we will only cultivate, process and package marijuana, and to transfer marijuana to other Marijuana Establishments, but not to consumers. We will only transfer marijuana to Licensed Marijuana Establishments in compliance with 935 CMR 500.000 et. seq.

Whole Sun Farm Diversity Plan

V2.1

Intent

Whole Sun Farm's policy is to promote principles of diversity management that will enhance the level of effectiveness and efficiency of its programs. The concept of diversity management is a strategic business objective that seeks to increase organizational capacity in a workplace where the contributions of all employees are recognized and valued. Whole Sun Farm's goal is to build a high-performing, diverse workforce based on mutual acceptance and trust. Whole Sun Farm's founding team is committed to maintaining a workforce and environment which is diverse with regard to race/ethnicity, national origin, gender, age and sexual orientation. We are committed to hiring those best fit for the role. We are cognizant of the substantial barriers that exist for disadvantaged individuals attempting to enter this marketplace. We are committed to a plan that establishes a business incubator to assist individuals who seek assistance in entry to the adult use marijuana industry.

Whole Sun farm will comply with the requirements of 935 CMR 500.105(4) which provides the permitted and prohibited advertising, branding, marketing, and sponsorship practices of every Marijuana Establishment

Any actions taken, or programs instituted, by Whole Sun Farm will not violate the Commission's regulations with respect to limitations on ownership or control or other applicable state laws.

Purpose

The purpose of this policy is to outline the responsibilities of the Company, the Company's management team and Agents to ensure that Whole Sun Farms is a diverse and inclusive company that promotes a discrimination-free work environment and provides opportunities for all employees to use their diverse talents to support the company's mission and that our company works toward removing barriers for entry to disadvantaged individuals.

Goals

Although Whole Sun Farm is a small business and will only employ a handful of full-time employees, the goals that Whole Sun Farm is committed to achieving through this plan and our vision include:

1. Make the Whole Sun Farm workplace as diverse as possible to include qualified employees with no regard to race, national origin, gender, age, disability, religion, sexual orientation, or any other non-merit factor. Our goal is that 50% of our workforce will be woman and 20% will be composed of minorities, veterans, people with disabilities and/or people who are LGBTQ/non-normative sexual identity.
2. Make the Whole Sun Farm workplace a safe, accepting, respectful, welcoming, comfortable and supportive place to work. Our goal is that we will have an 85% retention rate and that 100% of our employees rate our company a 9 or higher on our annual survey.
3. Include as our suppliers, contractors and wholesale partners businesses owned by minorities, women, veterans, people with disabilities and/or people who are LGBTQ/non-normative sexual identity. Our goal is that 35% of the individuals or companies that we engage with as suppliers,

contractors and wholesale partners are, are owned by or are comprised of a majority of woman, minorities, veterans, people with disabilities and/or people who are LGBTQ/non-normative sexual identity.

Recruitment and Hiring

Whole Sun Farm looks to recruit and hire diverse employees and plans to promote equity among minorities, women, veterans, people with disabilities, and people of all gender identities and sexual orientations in the operation of our company. To promote diversity and equity Whole Sun Farm will:

1. Institute a “blind hiring” policy in which the personal information of the candidate from the hiring manager that can lead to unconscious (or conscious) bias about the candidate;
2. Human Resource training for our Managers that address unconscious bias and cultural sensitivity;
 - a. This training will occur 60 days prior to the hiring of employees and annually thereafter.
3. Promote our Diversity Hiring policy on recruitment websites and on our social media presence such as Indeed, LinkedIn and Twitter;
4. All of our job descriptions will be catered to and appeal to diverse candidates and included in all of our job postings. Our job openings will be posted in the Lowell Sun and online on recruitment websites and on our social media presence such as Indeed, LinkedIn and Twitter. (note: the number of job postings will be dependent on the success of prior postings and the hiring needs. We expect to hire 3-4 employees in year one)
5. Engage with Industry trade groups, training companies and recruitment companies that promote diversity and inclusion including Mass CBA, Massachusetts Recreational Consumer Council, and Elevate New England.

Inclusion

Whole Sun Farm is determined to provide a work environment that is a diverse and inclusive workplace. We encourage a broad range of opinions, ideas and perspectives that drives creativity, innovation and excellence. Our goal, which we are committed to meeting, is to ensure that every employee, contractor and visitor feels safe, respected, welcome, comfortable, supported and accepted. To ensure inclusion in our workplace Whole Sun Farms will:

1. Provide training to all employees regarding inclusion in the workplace;
 - a. This training will occur during employee onboarding and annually thereafter.
2. Provide advanced training to our Managers in their roles in fostering an inclusive workplace environment;
 - a. This training will occur 60 days prior to the hiring of employees and annually thereafter.
3. Draft and implement a Non-Discrimination, Harassment and Retaliation Policy. This policy will include provisions for responding to complaints, discipline for non-compliance and evaluation of the circumstances to see if this plan needs improvements, and
4. Conduct an annual survey of all employees and contractors regarding Whole Sun Farm’s workplace inclusion, safety and diversity.

Supplier Diversity Plan

Whole Sun Farms is committed to engaging, to the extent possible, minority-owned, women owned, veteran owned, LGBT-owned, service disabled veteran owned, and business owned by persons with disabilities as suppliers, contractors and wholesale partners. Whole Sun Farms recognizes that sourcing products and services from previously underused suppliers helps to sustain and progressively transform a company's supply chain, thus quantitatively reflecting the demographics of the community in which it operates by recording transactions with diverse suppliers.

Whole Sun Farms will draft and implement a plan that focuses on and requires that the underrepresented businesses identified above are included and chosen, when possible, as our suppliers, contractors and wholesale partners.

Evaluation

Whole Sun Farm realizes that any plan needs to be evaluated once it is implemented. After the first 6 months of operation and every 6 months thereafter, Whole Sun Farm will perform an ongoing and comprehensive evaluation of this plan to ensure that it accomplishes our four goals. 60 days prior to renewal of our License, Whole Sun Farm will perform an additional evaluation of the proof of success or progress of this plan to be submitted to the Commission upon the yearly renewal of a license. All written evaluations will be provided to the Commission upon request. The evaluation will include:

1. An evaluation of our applicant pool and application to ensure that our recruitment policies are generating a diverse representation;
2. A report outlining all job openings, where they were posted and the demographics of respondents;
3. The number and percentage of employees and outside contractors, vendors and wholesale partners who are women, minorities, veterans, people with disabilities and/or people who are LGBTQ/non-normative sexual identity;
4. An evaluation of the workplace climate through observations, employee meetings, individual conversations with individual employees and our annual inclusion and diversity survey to ensure our workplace is a place of inclusion;
5. Training records; and
6. Feedback from employees and stakeholders as to the effectiveness of the plan and to see if our goals are attained.

If, at any time, it is found that our plan is not reaching our goals, the executive management team will convene a special working group to evaluate the plan and make the necessary changes. This group may include outside consultants and professionals.

Whole Sun Farm Maintaining of Financial Records Policy and Procedure

This document is a summary of the Maintaining of Financial Records Policy and Procedure for Whole Sun Farm LLC. This Policy and Procedure is applicable to the entire Company's operations. This plan may be amended once we are licensed

Intent

Whole Sun Farm is committed to being compliant with all regulations outlined in 935 CMR 500.000 et. seq. ("the Regulations") and any other requirements or sub-regulatory guidance issued by the Massachusetts Cannabis Control Commission ("CNB" or "the Commission") or any other regulatory agency.

To provide clear and concise instructions for Whole Sun Farm employees regarding the Maintenance of Financial Records that are in compliance with the Regulations

Purpose

The purpose of this policy is to outline the responsibilities of the Company, the Company's management team and Agents to ensure specific, methodical, and consistent compliance of the Regulations and to ensure that our financial records are maintained in a compliant manner in compliance with all regulations and laws.

Policy

Whole Sun Farm financial records will be kept and maintained according to generally accepted accounting principles. The Managers are responsible for all accounting responsibilities and will engage the services of external Accountants and Tax Professionals to ensure proper accounting compliance. Once operational Whole Sun Farm will hire or engage as a contractor a bookkeeper with experience in business accounting to assist in the maintaining of these records.

All Whole Sun Farm financial/business records will be available for inspection to the Commission upon request.

Whole Sun Farm will maintain all business records in Manual and electronic (computerized) form. These records include, but are not limited to;

1. Assets and liabilities;
2. Monetary transactions;
3. Books of accounts, which shall include journals, ledgers, and supporting documents, agreements, checks, invoices, and vouchers;
4. Sales records including the quantity, form, and cost of marijuana products; and
5. Salary and wages paid to each employee, stipend paid to each board member, and any executive compensation, bonus, benefit, or item of value paid to any individual affiliated with a Marijuana Establishment, including members of the nonprofit corporation, if any.

In relation to the maintenance of financial records Whole Sun Farm will incorporate the following into our business operations;

1. Whole Sun Farm will engage the services of a professional payroll and human resources company to assist in Human resources management and payroll services for our employees.
2. Whole Sun Farm will engage, to the extent possible, a banking relationship in Massachusetts to provide banking services for our company.
3. Whole Sun Farm will use up to date financial software programs for all financial transactions.
4. Whole Sun Farm does not plan to make cash transactions with other Marijuana Establishments. All transactions are intended to be done through traditional banking transactions including checks, wire transfers or credit cards.
5. On an annual basis Whole Sun Farm will engage the services of an independent certified public accountant who is preferably experienced in the legal marijuana industry, to conduct a financial audit of Whole Sun Farm finances (books).
6. Whole Sun Farm will engage the services of an industry experienced tax professional for the filing of all required state and federal tax documents.

Access to the Commission

Whole Sun Farm electronic and hard copy (written) records will be available to the Commission upon request pursuant to 935 CMR 500.105(9). The records will be maintained in accordance with generally accepted accounting principles. All written records required in any section of 935 CMR 500.000 are subject to inspection.

Access to the Massachusetts Department of Revenue ("DOR")

Whole Sun Farm books, records, papers and other data will be made available upon request by the DOR. Accounting records and information in electronic format will be provided in a searchable electronic format if requested by the Commission of the DOR. Any additional reports and schedules relating to the preparation of tax returns will be maintained and made available upon request. Inventory system data as well as any additional purchase reports, schedules or documentation that reconcile to other books and records, such as purchase journals or a general ledger, will also be maintained and made available upon request.

These records will be kept so long as their contents are material in the administration of Massachusetts tax laws. At a minimum, unless the DOR Commissioner consents in writing to an earlier destruction, the records will be preserved until the statute of limitations for making additional assessments for the period for which the return was due has expired. The DOR may require a longer retention period, such as when the records are the subject of an audit, court case, or other proceeding.

Whole Sun Farm will comply with all records retention requirements outlined in the DOR and Commission Regulations.

Whole Sun Farm Personnel Policies Including Background Checks

This document is a summary of the Personnel Policies for Whole Sun Farm LLC. including our draft policy for background checks. This plan may be amended once we are licensed and hiring employees

Intent

Whole Sun Farm is committed to being compliant with all regulations outlined in 935 CMR 500.000 et. seq. ("the Regulations") and any other requirements or sub-regulatory guidance issued by the Massachusetts Cannabis Control Commission ("the Commission") or any other regulatory agency.

To provide clear and concise instructions for Whole Sun Farm employees regarding Personnel Policies that are in compliance with the Regulations

Purpose

The purpose of this policy is to outline the responsibilities of the Company, the Company's management team and Agents to ensure specific, methodical, and consistent compliance of the Regulations and to ensure that our personnel policies are compliant will all regulations and laws.

Personnel Records

Whole Sun Farm will Maintain the following Personnel Records:

1. Job descriptions for each employee and volunteer position, as well as organizational charts consistent with the job descriptions;
2. A personnel record for each Whole Sun Farm agent. Such records shall be maintained for at least 12 months after termination of the individual's affiliation with Whole Sun Farm and shall include, at a minimum, the following:
 - a. All materials submitted to the Commission pursuant to 935 CMR 500.030(2);
 - b. Documentation of verification of references;
 - c. The job description or employment contract that includes duties, authority, responsibilities, qualifications, and supervision;
 - d. Documentation of all required training, including training regarding privacy and confidentiality requirements, and the signed statement of the individual indicating the date, time, and place he or she received said training and the topics discussed, including the name and title of presenters;
 - e. Documentation of periodic performance evaluations;
 - f. A record of any disciplinary action taken; and
 - g. Notice of completed responsible vendor and eight-hour related duty training.
3. A staffing plan that will demonstrate accessible business hours and safe cultivation conditions;
4. Personnel policies and procedures; and
5. All background check reports obtained in accordance with 935 CMR 500.030.

These Personnel Records will be held electronically and in hard copy. The electronic records will be stored in a secure server with encryption software that protects against unauthorized access to the files. Access to the electronic records will only be allowed to Whole Sun Farm Management agents who require access as part of their job duties. Hard Copy (written records) will be stored in a secure, locked cabinet in a locked room accessible to only Whole Sun Farm Management agents who require access. These records will be made available for inspection by the Commission upon request.

Whole Sun Farm Agents

All Whole Sun Farm board members, directors, employees, executives, managers or volunteers will register with the Commission as a Whole Sun Farm Marijuana Establishment Agent ("Whole Sun Farm Agent"). For clarity an employee means, any consultant or contractor who provides on-site services to a Marijuana Establishment related to the cultivation, harvesting, preparation, packaging, storage, testing, or dispensing of marijuana.

All Whole Sun Farm Agents shall;

1. Be 21 years of age or older;
2. Not been convicted of an offense in the Commonwealth involving the distribution of controlled substances to minors, or a like violation of the laws of another state, the United States or foreign jurisdiction, or a military, territorial, or Native American tribal authority; and
3. Be determined suitable for registration consistent with the provisions of 935 CMR 500.800 and 500.802.

Whole Sun Farm will submit to the Commission an application for every Whole Sun Farm Agent, this application will include;

1. The full name, date of birth, and address of the individual;
2. All aliases used previously or currently in use by the individual, including maiden name, if any;
3. A copy of the applicant's driver's license, government-issued identification card, liquor purchase identification card issued pursuant to M.G.L. c. 138, § 34B, or other verifiable identity document acceptable to the Commission;
4. An attestation that the individual will not engage in the diversion of marijuana products;
5. Written acknowledgment by the applicant of any limitations on his or her authorization to cultivate, harvest, prepare, package, possess, transport, and dispense marijuana in the Commonwealth;
6. Background information, including, as applicable:
 - a. A description and the relevant dates of any criminal action under the laws of the Commonwealth, or another state, the United States or foreign jurisdiction, or a military, territorial, or Native American tribal authority, whether for a felony or misdemeanor and which resulted in conviction, or guilty plea, or plea of nolo contendere, or admission of sufficient facts;
 - b. A description and the relevant dates of any civil or administrative action under the laws of the Commonwealth, another state, the United States or foreign jurisdiction, or a military, territorial, or Native American tribal authority relating to any professional or occupational or fraudulent practices;

- c. A description and relevant dates of any past or pending denial, suspension, or revocation of a license or registration, or the denial of a renewal of a license or registration, for any type of business or profession, by any federal, state, or local government, or any foreign jurisdiction;
 - d. A description and relevant dates of any past discipline by, or a pending disciplinary action or unresolved complaint by, the Commonwealth, or a like action or complaint by another state, the United States or foreign jurisdiction, or a military, territorial, or Native American tribal authority with regard to any professional license or registration held by the applicant; and
- 7. A nonrefundable application fee paid by the Marijuana Establishment with which the marijuana establishment agent will be associated; and
 - 8. Any other information required by the Commission.

The Whole Sun Farm COO will register with the Department of Criminal Justice Information Systems pursuant to 803 CMR 2.04: iCORI Registration and will submit to the Commission a Criminal Offender Record Information (CORI) report and any other background check information required by the Commission for each individual for whom the Whole Sun Farm seeks a marijuana establishment agent registration, obtained within 30 days prior to submission.

Whole Sun Farm will notify the Commission no more than one business day after a Whole Sun Farm agent ceases to be associated with the establishment. The registration shall be immediately void when the agent is no longer associated with the establishment.

The Agent registration card is valid for one year from the date of issue, Whole Sun Farm will renew each Whole Sun Farm Agent Registration Card on an annual basis upon a determination by the Commission that the applicant for renewal continues to be suitable for registration.

After obtaining a registration card for a Whole Sun Farm Agent registration card, Whole Sun Farm will notify the Commission, in a form and manner determined by the Commission, as soon as possible, but in any event, within five business days of any changes to the information that the establishment was previously required to submit to the Commission or after discovery that a registration card has been lost or stolen.

All Whole Sun Farm Agents will carry the registration card at all times while in possession of marijuana products, including at all times while at the establishment or while transporting marijuana products.

Background Checks

Whole Sun Farm will comply with all Background Check requirements in the regulations and any other sub-regulatory guidance issued by the Commission.

Application Process- During the application process Whole Sun Farm will complete the Background Check Packet as outlined in 935 CMR 500.101(1)(b) which includes;

- 1. The list of individuals and entities in 935 CMR 500.101(1)(a)1. (all executives, managers, persons or entities having direct or indirect authority over the management, policies, security operations or cultivation operations of the Marijuana Establishment; close associates and members of the applicant, if any; and a list of all persons or entities contributing 10% or more of the initial capital to operate the Marijuana Establishment including capital that is in the form of land or buildings);
- 2. Information for each individual identified in 935 CMR 500.101(1)(a)1., which shall include:
 - a. The individual's full legal name and any aliases;

- b. The individual's address;
 - c. The individual's date of birth;
 - d. A photocopy of the individual's driver's license or other government-issued identification card;
 - e. A CORI Acknowledgment Form, pursuant to 803 CMR 2.09: Requirements for Requestors to Request CORI, provided by the Commission, signed by the individual and notarized;
 - f. Authorization to obtain a full set of fingerprints, in accordance with M.G.L. c. 94G, § 21, submitted in a form and manner as determined by the Commission;
3. Relevant Background Check Information. Applicants for licensure will also be required to supply information detailing involvement in any criminal or civil or administrative matters:
- a. A description and the relevant dates of any criminal action under the laws of the Commonwealth, or another state, the United States or foreign jurisdiction, or a military, territorial, or Native American tribal authority, whether for a felony or misdemeanor including, but not limited to, action against any health care facility or facility for providing marijuana for medical or recreational purposes, in which those individuals either owned shares of stock or served as board member, executive, officer, director or member, and which resulted in conviction, or guilty plea, or plea of nolo contendere, or admission of sufficient facts;
 - b. A description and the relevant dates of any civil action under the laws of the Commonwealth, another state, the United States or foreign jurisdiction, or a military, territorial, or Native American tribal authority, including, but not limited to a complaint relating to any professional or occupational or fraudulent practices;
 - c. A description and relevant dates of any past or pending legal or enforcement actions in any other state against any board member, executive, officer, director or member, or against any entity owned or controlled in whole or in part by them, related to the cultivation, processing, distribution, or sale of marijuana for medical or recreational purposes;
 - d. A description and the relevant dates of any administrative action, including any complaint, order or disciplinary action, by the Commonwealth, or like action by another state, the United States or foreign jurisdiction, or a military, territorial, or Native American tribal authority, including, but not limited to any complaint or issuance of an order relating to the denial, suspension, or revocation of a license, registration, or certification;
 - e. A description and relevant dates of any administrative action, including any complaint, order or disciplinary action, by the Commonwealth, or a like action by another state, the United States or foreign jurisdiction, or a military, territorial, Native American tribal authority or foreign jurisdiction, with regard to any professional license, registration, or certification, held by any board member, executive, officer, director, or member that is part of the applicant's application, if any;
 - f. A description and relevant dates of actions against a license to prescribe or distribute controlled substances or legend drugs held by any board member, executive, officer, director or member that is part of the applicant's application, if any; and
 - g. Any other information required by the Commission.

Whole Sun Farm will not present any individual in our application whose background check will result in a Mandatory Disqualification or Presumptive Negative Suitability Determination as outlined in Table A of 935 CMR 500.801.

Background Checks not included in the Application Process- For all Marijuana Establishment Agent Registrations not included in the application process Whole Sun Farm will submit Marijuana Establishment Agent applications for all required individuals. Whole Sun Farm will perform its own due diligence in the hiring of employees and contractors and will not knowingly submit an employee or contractor's application if the background check would result in a Mandatory Disqualification or Presumptive Negative Suitability Determination as outlined in Table D of 935 CMR 500.802.

Equal Employment Policy

It is the policy of Whole Sun Farm to provide equal employment opportunities to all employees and employment applicants without regard to unlawful considerations of race, religion, creed, color, national origin, sex, pregnancy, sexual orientation, gender identity, age, ancestry, physical or mental disability, genetic information, marital status or any other classification protected by applicable local, state or federal laws. This policy prohibits unlawful discrimination based on the perception that anyone has any of those characteristics or is associated with a person who has or is perceived as having any of those characteristics. This policy applies to all aspects of employment, including, but not limited to, hiring, job assignment, working conditions, compensation, promotion, benefits, scheduling, training, discipline and termination.

Whole Sun Farm expects all employees to support our equal employment opportunity policy, and to take all steps necessary to maintain a workplace free from unlawful discrimination and harassment and to accommodate others in line with this policy to the fullest extent required by law. For example, Whole Sun Farm will make reasonable accommodations for employees' observance of religious holidays and practices unless the accommodation would cause an undue hardship on Whole Sun Farm operations. If you desire a religious accommodation, you are required to make the request in writing to your manager as far in advance as possible. You are expected to strive to find co-workers who can assist in the accommodation (e.g. trade shifts) and cooperate with Whole Sun Farm in seeking and evaluating alternatives.

Moreover, in compliance with the Americans with Disabilities Act (ADA), Whole Sun Farm provides reasonable accommodations to qualified individuals with disabilities to the fullest extent required by law. Whole Sun Farm may require medical certification of both the disability and the need for accommodation. Keep in mind that Whole Sun Farm can only seek to accommodate the known physical or mental limitations of an otherwise qualified individual. Therefore, it is your responsibility to come forward if you are in need of an accommodation. Whole Sun Farm will engage in an interactive process with the employee to identify possible accommodations, if any will help the applicant or employee perform the job.

Anti-Harassment and Sexual Harassment Policy

Whole Sun Farm seeks to promote a workplace that is free from discrimination and harassment, whether based on race, color, gender, age, religion, creed, national origin, ancestry, sexual orientation, marital status or disability. Inappropriate interference with the ability of Whole Sun Farm's employees to perform their expected job duties is not tolerated.

It is illegal and against Whole Sun Farm's policy for any employee, male or female, to harass another employee. Examples of such harassment include making sexual advances or favors or other verbal or physical conduct of a sexual nature a condition of any employee's employment; using an employee's

submission to or rejection of such conduct as the basis for, or as a factor in, any employment decision affecting the individual; or otherwise creating an intimidating, hostile, or offensive working environment by such conduct.

The creation of an intimidating, hostile, or offensive working environment may include but is not limited to such actions as persistent comments on an employee's sexual preferences, the display of obscene or sexually oriented photographs or drawings, or the telling of sexual jokes. Conduct or actions that arise out of a personal or social relationship and that are not intended to have a discriminatory employment effect may not be viewed as harassment. Whole Sun Farm will determine whether such conduct constitutes sexual harassment, based on a review of the facts and circumstances of each situation.

Whole Sun Farm will not condone any sexual harassment of its employees. All employees, including supervisors and managers, will be subject to progressive discipline, up to and including discharge, for any act of sexual harassment they commit.

Whole Sun Farm will not condone sexual harassment of its employees by non-employees, and instances of such harassment should be reported as indicated below for harassment by employees.

If you feel victimized by sexual harassment you should report the harassment to your manager immediately. If your immediate manager is the source of the alleged harassment, you should report the problem to the Human Resources Department.

Managers who receive a sexual harassment complaint should carefully investigate the matter, questioning all employees who may have knowledge of either the incident in question or similar problems. The complaint, the investigative steps and findings, and disciplinary actions (if any) should be documented as thoroughly as possible.

Any employee who makes a complaint, or who cooperates in any way in the investigation of same, will not be subjected to any retaliation or discipline of any kind.

In addition to the above, if you believe you have been subjected to sexual harassment, you may file a formal complaint with either or both of the government agencies set forth below. Using our complaint process does not prohibit you from filing a complaint with these agencies. Each of the agencies has a short time period for filing a claim (EEOC - 300 days; MCAD - 300 days).

The United States Equal Employment Opportunity Commission ("EEOC") One Congress Street, 10th Floor Boston, MA 02114, (617) 565-3200.

The Massachusetts Commission Against Discrimination ("MCAD") One Ashburton Place, Rm. 601, Boston, MA 02108, (617) 994-6000.

Americans with Disability Act

Whole Sun Farm strongly supports the policies of the Americans with Disabilities Act and is completely committed to treating all applicants and employees with disabilities in accordance with the requirements of that act. Whole Sun Farm judges individuals by their abilities, not their disabilities, and seeks to give full and equal employment opportunities to all persons capable of performing successfully in the company's positions. Whole Sun Farm will provide reasonable accommodations to any persons with

disabilities who require them, who advise Whole Sun Farm of their particular needs. Information concerning individuals' disabilities and their need for accommodation will of course be handled with the utmost discretion.

Drug/Alcohol Free Workplace

Whole Sun Farm is committed to providing its employees with a safe and productive work environment. In keeping with this commitment, it maintains a strict policy against the use of alcohol and the unlawful use of drugs in the workplace. Consequently, no employee may consume or possess alcohol, or use, possess, sell, purchase or transfer illegal drugs at any time while on Whole Sun Farm's premises or while using Whole Sun Farm vehicles or equipment, or at any location during work time.

No employee may report to work with illegal drugs (or their metabolites) or alcohol in his or her bodily system. The only exception to this rule is that employees may engage in moderate consumption of alcohol that may be served and/or consumed as part of an authorized Company social or business event. "Illegal drug" means any drug that is not legally obtainable or that is legally obtainable but has not been legally obtained. It includes prescription drugs not being used for prescribed purposes or by the person to whom it is prescribed or in prescribed amounts. It also includes any substance a person holds out to another as an illegal drug.

Any violation of this policy will result in disciplinary action, up to and including termination.

Any employee who feels he or she has developed an addiction to, dependence upon, or problem with alcohol or drugs, legal or illegal, is strongly encouraged to seek assistance before a violation of this policy occurs. Any employee who requests time off to participate in a rehabilitation program will be reasonably accommodated. However, employees may not avoid disciplinary action, up to and including termination, by entering a rehabilitation program after a violation of this policy is suspected or discovered.

Smoke Free Workplace

Smoking is prohibited throughout the workplace. This policy applies equally to all employees, clients, partners, and visitors.

Employee Assistance Policy

To help employees in circumstances where counseling services would be helpful, Whole Sun Farm will make an Employee Assistance Program (EAP) counseling service available to employees, when needed, at no personal cost.

Dismissal of Whole Sun Farm Agents for Certain Violations

If a Whole Sun Farm Agent is found to have committed any of the following violations that agent will immediately be dismissed and have their Marijuana Establishment Registration Card confiscated. Diverted marijuana;

1. Engaged in unsafe practices with regard to operation of the Marijuana Establishment; or
2. Been convicted or entered a guilty plea, plea of nolo contendere, or admission to sufficient facts of a felony drug offense involving distribution to a minor in the Commonwealth, or a like violation of the laws of another state, the United States or a foreign jurisdiction, or a military, territorial, or Native American tribal authority

The President will immediately be notified of any of these instances. The President will make a detailed report of the event the notify the Commission within 24 hours. In the case of a Whole Sun Farm Agent

who has diverted marijuana, the President will also notify local law enforcement within 24 hours of the occurrence.

Employee Handbook

Whole Sun Farm will provide a comprehensive employee handbook to all employees that will outline all the information pertinent to their employment with Whole Sun Farm, LLC. These subjects will include, but not be limited to;

1. The Whole Sun Farm Mission and Vision
2. Organizational Structure
3. General Employment Policies
4. Employee Categories
5. Conflicts of Interest
6. Access to Personnel Files
7. Performance Evaluations
8. Hours of Work
9. Compensation
10. Benefits
11. Code of Conduct
12. Discipline
13. Dispute resolution within workplace
14. Training

Whole Sun Farm Qualifications and Training Policy and Procedure

This document is a summary of the Qualifications and Training Policy and Procedure for Whole Sun Farm LLC.

Intent

Whole Sun Farm is committed to being compliant with all regulations outlined in 935 CMR 500.000 et. seq. ("the Regulations") and any other requirements or sub-regulatory guidance issued by the Massachusetts Cannabis Control Commission ("CNB") or any other regulatory agency.

To provide clear and concise instructions for Whole Sun Farm employees regarding the qualifications for employment and agent training that are in compliance with the Regulations

Purpose

The purpose of this policy is to outline the responsibilities of the Company, the Company's management team and Agents to ensure specific, methodical, and consistent compliance of the Regulations and to ensure that we only hire qualified Marijuana Establishment Agents and that our training process and curriculum are in compliance with all regulations and laws.

Qualifications for a Whole Sun Farm Marijuana Establishment Agent

The minimum requirements to become a Whole Sun Farm Marijuana Establishment Agent ("Whole Sun Farm Agent") are outlined below. All Whole Sun Farm board members, directors, employees, executives, managers or volunteers will apply to the Commission as a Whole Sun Farm Marijuana Establishment Agent. For clarity an employee means, any consultant or contractor who provides on-site services to a Marijuana Establishment related to the cultivation, harvesting, preparation, packaging, storage, testing, or dispensing of marijuana.

All Whole Sun Farm Agents must;

1. Be 21 years of age or older;
2. Not been convicted of an offense in the Commonwealth involving the distribution of controlled substances to minors, or a like violation of the laws of another state, the United States or foreign jurisdiction, or a military, territorial, or Native American tribal authority; and
3. Be determined suitable for registration consistent with the provisions of 935 CMR 500.800 and 500.802.

Whole Sun Farm will develop a job description for all positions with the company. While all Whole Sun Farm Agents must meet the qualifications listed above, many of our positions will require additional qualifications depending on the required duties.

Mandatory Training of Whole Sun Farm Agents

Pursuant to 935 CMR 500.105(2)(a) Whole Sun Farm will ensure all Whole Sun Farm Agents complete training prior to performing job functions. Training will be tailored to the role and responsibilities of the job function.

1. Our initial training begins during employee orientation where all new employees will be issued their employee handbook. Classroom or online training on this day will include, but not be limited to;
 - a. Code of Conduct;
 - b. Marijuana Regulations;
 - c. Security and Safety;
 - d. Emergency Procedures/Disaster Plan;
 - e. Diversion of Marijuana;
 - f. Terminable Offences;
 - g. Confidential Information;
 - h. Employee Policies (all employee policies from the handbook will be covered) including but not limited to;
 - i. Alcohol, smoke and drug-free workplace;
 - ii. Equal Employment Policy;
 - iii. Anti-Harassment and Sexual Harassment Policy;
 - iv. Americans with Disability Act;
 - v. Employee Assistance Policy; and
 - vi. Diversity Plan
2. After the initial training is complete agents will be trained on job specific areas depending on their duties. This training can be done in a classroom setting, online or computerized or by means of on the job training ("OJT").
3. All Whole Sun Farm Agents will receive a minimum of 8 hours of training annually.
4. Whole Sun Farm will record, maintain and store documentation of all required training, including training regarding privacy and confidentiality requirements, and the signed statement of the individual indicating the date, time, and place he or she received said training and the topics discussed, including the name and title of presenters. These records will be stored in the Agents Personnel File. Training records will be retained by Whole Sun Farm for at least one year after agents' termination.
5. When implemented and available, Whole Sun Farm will require all of its Agents to attend and complete a Responsible Vendor Training Program and designated as a "responsible vendor"
 - a. After the responsible vendor designation is applied each Whole Sun Farm owner, manager, and employee involved in the handling and sale of marijuana for adult use will

successfully complete the program once every year thereafter to maintain designation as a “responsible vendor.”

- b. Although administrative employees who do not handle or sell marijuana are not required to take the responsible vendor program, Whole Sun Farm will allow and encourage them to attend on a voluntary basis.
- c. Whole Sun Farm 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.

Additional Training

Whole Sun Farm will provide ongoing training and training opportunities to its employees. In addition to required training, Whole Sun Farm will encourage advanced training to our employees in the areas of Safety and Security, Marijuana Science or other areas then enhance the Company’s products. We will, additionally, encourage, but not require employees to participate in community outreach activities including, but not limited to educational outreach, outreach to prevent diversion to minors and community involvement activities.

Whole Sun Farm Policy for Quality Control and Testing of Marijuana and Marijuana Products

This document is a summary of the Policy and Procedure for Quality Control and Testing of Marijuana and Marijuana Products that Whole Sun Farm plans to implement once licensed. This plan may be amended once the design and buildout of our facility is complete

Intent

Whole Sun Farm is committed to being compliant with all regulations outlined in 935 CMR 500.000 et. seq. ("the Regulations") and any other requirements or sub-regulatory guidance issued by the Massachusetts Cannabis Control Commission ("CNB") or any other regulatory agency.

To provide clear and concise instructions for Whole Sun Farm employees on Quality Control and Testing that are in compliance with the Regulations

Whole Sun Farm is committed to cultivating healthy, high quality disease-free marijuana. Contaminants such as mold, fungus, bacterial diseases, rot, pests, pesticides not in compliance with 500.120(5) for use on marijuana and mildew are the biggest threat to a marijuana cultivation facility and its products. Whole Sun Farm will utilize Best Management Practices ("BMP") for the prevention and treatment of possible contaminants using the safest and least invasive means.

Whole Sun Farm will also implement an industry standard, robust Integrated Pest Management ("IPM") program focusing on preventing pest problems rather than reacting to them. Preventing pest problems in a cultivation facility entails minimizing pest access to the facility and the food and shelter available to it. Consequently, IPM relies heavily on the cooperation and participation of all employees.

Superb quality control and the testing of marijuana products are essential for the operation of the Whole Sun Farm Cultivation Facility. Whole Sun Farm uses best industry practices when it comes to quality control and product testing.

General Requirements

Quality Control will be maintained through the strict adherence to Good Manufacturing Practices and compliance with 935 CMR 500.000 et. seq, 105 CMR 590.000: *Minimum Sanitation Standards for Food Establishments*, the sanitation requirement in 105 CMR 500.000: *Good Manufacturing Practices for Food*, and with the requirements for food handlers specified in 105 CMR 300.000: *Reportable Diseases, Surveillance, and Isolation and Quarantine*.

All Products that Whole Sun Farm will sell or transfer to other Marijuana Establishments will be tested in accordance with the regulations and this policy.

Whole Sun Farm will not sell or otherwise market marijuana for adult use that is not capable of being tested by Independent Testing Laboratories, except as allowed under 935 CMR 500.000.

Any testing results indicating noncompliance with M.G.L. c.132B and the regulations at 333 CMR 2.00 through 333 CMR 14.00 will be immediately reported to the Commission, who may refer any such result to the Massachusetts Department of Agricultural Resources.

Whole Sun Farm will satisfy minimum energy efficiency and equipment standards established by the Commission and meet all applicable environmental laws, regulations, permits and other applicable

approvals, including those related to water quality and solid and hazardous waste management, prior to obtaining a final license under 935 CMR 500.103(2)

Whole Sun Farm will adopt and use additional best management practices as determined by the Commission, in consultation with the working group established under section 78(b) of St. 2017, c. 55, to reduce energy and water usage, engage in energy conservation and mitigate other environmental impacts, and shall provide energy and water usage reporting to the Commission in a form determined by the Commission. These energy efficiency and equipment standards include:

1. The building envelope for our facility will meet minimum Massachusetts Building Code requirements and all Massachusetts amendments (780 CMR: *State Building Code*), International Energy Conservation Code (IECC) Section C.402 or The American Society of Heating, Refrigerating and Air-Conditioning Engineers (ASHRAE) Chapters 5.4 and 5.5 as applied or incorporated by reference in 780 CMR: *State Building Code*, except that facilities using existing buildings may demonstrate compliance by showing that the envelope insulation complies with code minimum standards for Type Factory Industrial F-1, as further defined in guidelines issued by the Commission.
2. The Lighting Power Densities (LPD) for our cultivation space will be zero watts per gross square foot of active and growing space canopy.
3. Our Heating Ventilation and Air Condition (HVAC) and dehumidification systems will meet Massachusetts Building Code requirements and all Massachusetts amendments (780 CMR: *State Building Code*), IECC Section C. 403 or ASHRAE Chapter 6 as applied or incorporated by reference in (780 CMR: *State Building Code*).
4. Whole Sun Farm will establish documented safety protocols to protect workers and consumers (e.g., eye protection near any operating grow light).
5. Whole Sun Farm understands and acknowledges that the Commission may further define these standards, or create reasonable exemptions or modifications, through guidelines issued in consultation with the energy and environmental standards working group established under St. 2017, c. 55, § 78(b), including but not limited to provisions for greenhouses and agricultural buildings.

Definitions

Cultivation Batch means a collection of cannabis or marijuana plants from the same seed or plant stock that are cultivated and harvested together, and receive an identical propagation and cultivation treatment including, but not limited to: growing media, ambient conditions, watering and light regimes and agricultural or hydroponic inputs. Clones that come from the same plant are one batch. The marijuana licensee shall assign and record a unique, sequential alphanumeric identifier to each cultivation batch for the purposes of production tracking, product labeling and product recalls.

Independent Testing Laboratory means a laboratory that is licensed by the Commission and is:

- (a) Accredited to the International Organization for Standardization 17025 (ISO/IEC 17025: 2017) by a third-party accrediting body that is a signatory to the International Laboratory Accreditation Accrediting Cooperation mutual recognition arrangement or that is otherwise approved by the Commission;
- (b) Independent financially from any Medical Marijuana Treatment Center (RMD), Marijuana Establishment or licensee for which it conducts a test; and

- (c) Qualified to test cannabis or marijuana in compliance with 935 CMR 500.160 and M.G.L. c. 94C, § 34.

Marijuana means all parts of any plant of the genus *Cannabis*, not excepted in (a) through (c) and whether growing or not; the seeds thereof; and resin extracted from any part of the plant; clones of the plant; and every compound, manufacture, salt, derivative, mixture or preparation of the plant, its seeds or resin including tetrahydrocannabinol as defined in M.G.L. c. 94G, § 1; provided that cannabis shall not include:

(a) the mature stalks of the plant, fiber produced from the stalks, oil, or cake made from the seeds of the plant, any other compound, manufacture, salt, derivative, mixture or preparation of the mature stalks, fiber, oil, or cake made from the seeds of the plant or the sterilized seed of the plant that is incapable of germination;

(b) hemp; or

(c) the weight of any other ingredient combined with cannabis or marijuana to prepare topical or oral administrations, food, drink or other products.

Marijuana Products means cannabis or marijuana and its products unless otherwise indicated. These include products have been manufactured and contain cannabis or marijuana or an extract from cannabis or marijuana, including concentrated forms of marijuana and products composed of marijuana and other ingredients that are intended for use or consumption, including edible products, beverages, topical products, ointments, oils and tinctures.

Process or Processing means to harvest, dry, cure, trim and separate parts of the cannabis or marijuana plant by manual or mechanical means, except it shall not include manufacture as defined in 935 CMR 500.002.

Production Batch means a batch of finished plant material, cannabis resin, cannabis concentrate, or marijuana-infused product made at the same time, using the same methods, equipment and ingredients. The licensee shall assign and record a unique, sequential alphanumeric identifier to each production batch for the purposes of production tracking, product labeling and product recalls. All production batches shall be traceable to one or more cannabis or marijuana cultivation batches.

Quality Control- Sanitation Standard Operating Procedure (SSOP)

Facility

The Whole Sun Farm Cultivation facility ("the facility") will be designed and constructed with safe food handling and sanitation in mind. All equipment in the facility will comply with the design and construction standards of appropriate nationally recognized standards and/or code requirements and bear the certification mark of an ANSI accredited organization (e.g. NSF, UL, ETL).

1. All product contact surfaces will be smooth, durable and easily cleanable.
2. The walls, ceiling and floors of all processing and storage areas will be constructed of materials that are smooth, durable and can be adequately kept clean and in good repair.
 - a. There will be coving at base junctures that is compatible with both wall and floor coverings. The coving should provide at least 1/4-inch radius and 4" in height.
3. The facility will provide sufficient space for the placement of equipment and storage of materials as is necessary for the maintenance of sanitary operations and the production of safe marijuana products.

4. Overhead fixtures, ducts and pipes are designed as to prevent drips or condensate from potential contamination of marijuana products or marijuana products-packaging materials. Piping and conduit will be at least 25 mm (2.5 cm) from the walls and ceilings.
5. Aisles or working spaces are provided between equipment and walls and are adequately unobstructed and of adequate width to permit employees to perform their duties and to protect against contaminating infused or marijuana products or infused or marijuana products- contact surfaces with clothing or personal contact.
6. Lighting and Light Fittings - Shatter-proof or safety-type light bulbs, fixtures, or other glass is used where lighting is suspended over cultivation, processing or storage areas or otherwise protect against marijuana product contamination in case of glass breakage.
 - a. Suspended lighting is constructed from non- corrodible and cleanable assemblies.
 - b. Adequate lighting is installed in hand-washing areas, dressing and locker rooms, and toilet rooms and in all areas where infused or marijuana products is examined, processed, or stored and where equipment or utensils are cleaned.
 - c. All light bulbs used in the production, processing and storage areas are shatterproof and/or protected with plastic covers.
 - d. Adequate safety lighting in all production, processing and storage areas, as well as areas where equipment or utensils are cleaned
7. Buildings, fixtures, and other physical facilities will be constructed in such a manner that allow them to be maintained in a sanitary condition
8. Ventilation - Adequate ventilation or control equipment to minimize odors and vapors (including steam and noxious fumes) is installed in areas where they may contaminate marijuana products.
 - a. Fans and other air-blowing equipment shall be operated in a manner that minimizes the potential for contaminating infused or marijuana products, infused or marijuana products-packaging materials, and infused or marijuana products-contact surfaces.
9. Hand-washing facilities will be adequate and convenient and shall be furnished with running water at a suitable temperature.
 - a. Located in all production and processing areas and where good sanitary practices require employees to wash and sanitize their hands
 - b. Provide effective hand-cleaning and sanitizing preparations and sanitary towel service or suitable drying devices
10. The facility water supply comes from a pre-existing well supply and is sufficient for necessary operations.
11. The facilities plumbing will be of adequate size and design, and adequately installed and maintained to carry sufficient quantities of water to required locations throughout the facility.
 - a. Plumbing shall properly convey sewage and liquid disposable waste from the facility.
 - b. There will be no cross-connections between the potable and wastewater lines;
12. The facility will provide its employees with adequate, readily accessible toilet facilities that will be maintained in a sanitary condition and in good repair.

13. All storage areas will be constructed in a manner that will protect its contents against physical, chemical, and microbial contamination as well as against deterioration of marijuana products or their containers.

Contamination Control

1. All entrance and exit doors to the facility will be self-closing and rodent proof;
 - a. Air curtains will prevent insects and microbial contaminants from entering the building when doors are in use
 - b. Insect screening, HEPA, and carbon filters will prevent pest and microbial contaminants from entering through vents and exhaust from the outside
 - c. Foot baths and sticky mats are strategically placed throughout the facility to collect pest and contaminants from footwear
2. Employee and visitor gowning
 - a. Employees are required to change out of their street clothes and footwear into uniforms and footwear dedicated to the facility
 - b. Visitors are required to secure personal belongings and don jumpsuits and disposable boot covers
3. Training
 - a. All employees will be trained on pest prevention, pest management, pest detection, and pest treatments.
4. Traps for monitoring
 - a. Small sticky traps for monitoring of flying or airborne pest shall be posted, mapped and levels of any pest monitored/documented.
5. Handling and storage of marijuana product or marijuana plant waste
 - a. All marijuana plant waste will be placed in the "Marijuana Waste" container located in each cultivation and processing area.
 - i. This container must be impervious and covered
 - b. At the end of every day the "Marijuana Waste" container must be emptied, and the contents transferred to the Marijuana Waste Room
 - c. All plant waste will be stored in the waste room in sealed containers until disposal
6. Handling and storage of non-marijuana waste.
 - a. All non-marijuana waste will be placed into the appropriate impervious covered waste receptacles
 - i. Recyclable
 - ii. Organic
 - iii. Solid waste
 - b. At the end of every day these containers will be emptied, and the contents removed from the building and placed in the appropriate containers to await pickup

7. All toxic materials including cleaning compounds, pesticides, sanitizers, etc. will be stored in an area away from production, processing and storage areas.

Sanitation

All marijuana products will be prepared, handled, and stored in compliance with;

- The sanitation requirements in 105 CMR 500.000: *Good Manufacturing Practices for Food*;
- The sanitation requirements in 105 CMR 590.000: *Minimum Sanitation Standards for Food Establishments*; and
- The requirements for food handlers specified in 105 CMR 300.000: *Reportable Diseases, Surveillance, and Isolation and Quarantine Requirements*

1. Storage- Separate storage rooms will be utilized for finished marijuana products
2. Hand Washing- The facility will have a separate handwashing sink; hand drying device, or disposable towels; supply of hand cleaning agent; and waste receptacle for each processing, production, utensil washing area, and toilet room.
 - a. Sinks used for product preparation or for washing equipment or utensils shall not be used for handwashing.
 - b. Each handwashing sink will be provided with hot and cold water tempered by means of a mixing valve or a combination faucet to provide water at a temperature of at least 110 degrees Fahrenheit.
 - c. Handwashing sinks will be of sufficient number and conveniently located for use by all employees in the production, processing and utensil washing areas. Handwashing sinks will be easily accessible and may not be used for purposes other than handwashing
3. Toilet Room- A toilet room shall be available for use by all workers. Ventilation will be provided by mechanical means. A soap dispenser and disposable towels shall be provided for hand washing in toilet rooms.
4. Manual Cleaning and Sanitizing- For manual cleaning and sanitizing of equipment and utensils, a stainless steel three-compartment sink will be used.
 - a. The sink compartments shall be large enough to hold the largest piece of equipment.
 - b. Each compartment will be supplied with adequate hot and cold potable running water
 - c. Integral drainboards of adequate size shall be provided on both sides of the sink for cleaned and soiled utensils
 - d. A floor drain will be located in the immediate vicinity of the sink in areas where wet pots, utensils and equipment are air-drying.
 - e. Stainless Steel racks, shelves or dish tables are to be provided adjacent to the warewash sink.
 - f. An approved chemical test kit for determining sanitizer strength will be available and used.
 - g. Manual Warewashing Procedure

- i. Rinse, scrape, or soak all items before washing.
- ii. Record the date, sanitizer water temperature or test strip results, and initial record on Manual Warewashing Monitoring Form
- iii. Wash items in the first sink in a detergent solution. Water temperature should be at least 110°F. Use a brush, cloth, or scrubber to loosen remaining soil. Replace detergent solution when suds are gone, or water is dirty.
- iv. Immerse or spray-rinse items in second sink. Water temperature should be at least 110°F. Remove all traces of food and detergent. If using immersion method, replace water when it becomes cloudy, dirty, or sudsy.
- v. Immerse items in third sink filled with hot water or a chemical-sanitizing solution.
 1. If hot water immersion is used, the water temperature must be at least 180°F. Items must be immersed for 30 seconds. Proper personal protective equipment should be worn.
 2. If chemical sanitizing is used, the sanitizer must be mixed at the proper concentration. (Check at regular intervals with a test kit.) Water must be correct temperature for the sanitizer used.
 - a. The strength of the sanitizer must be measured in accordance with manufacturer's instructions.
- vi. To avoid recontamination of clean and sanitary items:
 1. Air dry all items on a drainboard.
 2. Wash hands prior to returning to storage.

Warewashing Sink Setup

WASH	RINSE	SANITIZE
110°F	110°F	180°F or
Soapy Water	Clear Water	Chemical Sanitizer

Chemical Solution	Concentration Level	Minimum Temperature	Minimum Immersion Time
Chlorine Solution	25mg/l minimum	120°F	10 seconds
	50mg/l minimum	100°F	10 seconds
	100mg/l minimum	55°F	10 seconds
Iodine Solution	12.5-25.0mg/l	75°F	30 seconds
Quaternary Ammonium Solution	200 ppm maximum	75°F	30 seconds

- h. Equipment Cleaning and Sanitizing Procedure

- i. Disassemble removable parts from equipment
- ii. Use the three-sink method to wash, rinse, and sanitize all parts. Verify sanitizer concentration for each meal period and as necessary per policy.
 - 1. Quaternary ammonia –200 ppm and immerse for 30 seconds
 - 2. Iodine –12.5-25.0 ppm and immerse for 30 seconds
 - 3. Chlorine –50-99 ppm and immerse for 7 seconds
- iii. Wash, rinse, and sanitize all food contact surfaces of the equipment that are stationary.
- iv. Allow all parts of the equipment to air dry.
- v. After being rinsed and sanitized, equipment and utensils should not be rinsed before air-drying, unless the rinse is applied directly from a ware washing Machine or the sanitizing solution calls for rinsing off the sanitizer after it has been applied in a commercial ware washing Machine.
- vi. Reassemble the equipment.
- i. Product Preparation Surfaces- These surfaces will be cleaned and sanitized as frequently as necessary to protect against contamination, using a sanitizing agent registered by the US Environmental Protection Agency (EPA), in accordance with labeled instructions.
 - i. Prescrape surface to remove gross soils.
 - ii. Wash surface with recommended strength solution of pot & pan detergent.
 - iii. Rinse with water and wipe dry.
 - iv. Using trigger sprayer bottle and a different wiping cloth, apply sanitizing solution of sanitizer.
 - 1. Per label directions, use appropriate test papers to determine correct concentration of the sanitizer solution. Surfaces must remain wet for 60 seconds
 - v. Allow to air dry.

Personnel

- 1. Any employee or contractor who, by medical examination or supervisory observation, is shown to have, or appears to have, any disease transmissible through food, an illness, open lesion, including boils, sores, or infected wounds, or any other abnormal source of microbial contamination by which there is a reasonable possibility of marijuana products, production or processing surfaces, or packaging materials becoming contaminated, shall be excluded from any operations which may be expected to result in such contamination until the condition is corrected. Personnel shall be instructed to report such health conditions to their supervisors.
 - a. Any manager, when he or she knows or has reason to believe that an employee has contracted any disease transmissible through food or has become a carrier of such disease, or any disease listed in 105 CMR 300.200(A) will report the same immediately by email to the Dunstable Board of Health.

- b. Whole Sun Farm will voluntarily comply with any and all isolation and/or quarantine orders issued by the Dunstable Board of Health, the Department of Public Health or the Commission.
 - c. Whole Sun Farm Agents must report any flu-like symptoms, diarrhea, and/or vomiting to their supervisor. Employees with these symptoms will be sent home with the exception of symptoms from a noninfectious condition
 - i. Agents may be re-assigned to activities so that there is no risk of transmitting a disease through food/product.
2. All Whole Sun Farm Agents shall conform to sanitary practices while on duty, including

- a. Maintain adequate personal cleanliness:

Grooming:

- i. Arrive at work clean – clean hair, teeth brushed, bathed and used deodorant daily.
- ii. Maintain short, clean, and polish-free fingernails. No artificial nails are permitted in the food/product production or processing area.
 - a. Fingernails should be trimmed, filed, and maintained so edges and surfaces are cleanable and not rough.
- iii. Wash hands (including under fingernails) and up to forearms vigorously and thoroughly with soap and warm water for a period of 20 seconds:
 - When entering the facility before work begins.
 - Immediately before preparing or processing products or handling equipment.
 - As often as necessary during cultivation or product preparation when contamination occurs.
 - In the restroom after toilet use and when you return to your work station.
 - When switching between working areas
 - After touching face, nose, hair, or any other body part, and after sneezing or coughing.
 - After cleaning duties.
 - Between each task performed and before wearing disposable gloves.
 - After eating or drinking.
 - Any other time an unsanitary task has been performed – i.e. taking out garbage, handling cleaning chemicals, picking up a dropped item, etc.
- a. Wash hands only in hand sinks designated for that purpose.
- b. Dry hands with single use towels. Turn off faucets using a paper towel, in order to prevent recontamination of clean hands.

Proper Attire:

- i. Wear appropriate clothing – clean uniform with sleeves and clean non-skid close-toed work shoes (or leather tennis shoes) that are comfortable for standing and working on floors that can be slippery.
- ii. Wear apron or lab coat on site, as appropriate.
 - Do not wear apron or lab coat to and from work.
 - Take off apron or lab coat before using the restroom.
 - Remove apron or lab coat when leaving the production or processing area.
 - Change apron or lab coat if it becomes soiled or stained.
- iii. Wear disposable gloves with any cuts, sores, rashes, or lesions.
- iv. Wear gloves when handling products or product ingredients that will not be heated-treated.
- v. Wear gloves when packaging products
- vi. Change disposable gloves as often as hand washing is required. Wash hands before donning and after discarding gloves.

Hair Restraints and Jewelry:

- i. Wear a hair net or bonnet in any food/product production or processing area so that all hair is completely covered.
- ii. Keep beards and mustaches neat and trimmed. Beard restraints are required in any food/product production or processing area.
- iii. Refrain from wearing jewelry in the food/product production and processing area.
 - Only a plain wedding band.
 - No necklaces, bracelets, or dangling jewelry are permitted.
 - No earrings or piercings that can be removed are permitted.

Cuts, Abrasions, and Burns:

- i. Bandage any cut, abrasion, or burn that has broken the skin.
- ii. Cover bandages on hands with gloves and finger cots and change as appropriate.
- iii. Inform supervisor of all wounds.

Smoking, eating, and gum chewing:

- i. The Whole Sun Farm facility is a smoke free facility. No smoking or chewing tobacco shall occur on the premises.
- ii. Eat and drink in designated areas only. A closed beverage container may be used in the production area if the container is handled to prevent contamination of 1) the employee's hands, 2) the container, and 3) exposed product, clean equipment and utensils.

- iii. Refrain from chewing gum or eating candy during work in a food/product production or processing area.

HACCP- Hazard Analysis and Critical Control Point

Whole Sun Farm will implement a HACCP plan in accordance with *the HACCP Principles & Application Guidelines* issued by the FDA. This HACCP plan will address the processing, production and packaging of all marijuana products that Whole Sun Farm will produce. Once operational Whole Sun Farm will:

1. Assemble the HACCP team
2. Describe the product and its distribution
3. Describe the intended use and consumers of the product
4. Develop a flow diagram which describes each process
5. Verify the flow diagram
6. Conduct a hazard analysis for each product (Principle 1)
7. Determine critical control points (CCPs) for each product (Principle 2)
8. Establish critical limits (Principle 3)
9. Establish monitoring procedures (Principle 4)
10. Establish corrective actions (Principle 5)
11. Establish verification procedures (Principle 6)
12. Establish record-keeping and documentation procedures (Principle 7)

Training

Whole Sun Farm will provide training and training opportunities to all of its employees. In addition to required training, Whole Sun Farm will encourage advanced training to all employees in the areas of Plant Safety, Safe Cultivation Processes, Good Manufacturing Practices and HACCP.

1. All employees will be trained on basic plant safety prior to or during the first day of employment.
 - a. Include basic product safety training as part of new employee orientation.
 - b. The sanitation requirements in 105 CMR 500.000: Good Manufacturing Practices for Food;
 - c. The sanitation requirements in 105 CMR 590.000: Minimum Sanitation Standards for Food Establishments; and
 - d. The requirements for food handlers specified in 105 CMR 300.000: Reportable Diseases, Surveillance, and Isolation and Quarantine Requirements
2. All employees engaging in the trimming or packaging will be trained and certified in;
 - a. A nationally accredited Food Handler Program (i.e. ServSafe)
3. Provide staff with at least bi-annual training on plant safety, Good Manufacturing Practices and HACCP.
4. Monthly in-service training.

5. Require all managers to be Certified Food Protection Manager (CFPM) by completing a SERVSAFE or similar nationally accredited food safety certification course.
6. Use outside resources, such as Extension specialists, vendors, health department inspectors, or qualified trainers to provide plant safety and HACCP training.
7. Observe staff to ensure they demonstrate plant safety knowledge each day in the workplace.
8. Document the content of all training sessions and attendance.
9. File documentation in HACCP records.

Testing of Marijuana and Marijuana Products

Whole Sun Farm sampling and testing policies and procedures are compliant with the testing requirements outlined in 935 CMR 725.160 and the *“Protocol for sampling and analysis of finished medical marijuana products and marijuana-infused products for Massachusetts Registered Medical Marijuana Dispensaries”* (‘the Protocol’) published by DPH.

Testing of environmental media (e.g., soils, solid growing media, and water) shall be performed in compliance with the *“Protocol for Sampling and Analysis of Environmental Media for Massachusetts Registered Medical Marijuana Dispensaries”* published by the DPH.

Whole Sun Farm will contract with a Licensed Independent Testing Laboratory to test all marijuana batches prior to packaging to ensure contaminant-free purity and correct dosage and potency. We have begun discussions with several Marijuana Testing laboratories which are Accredited to International Organization for Standardization (ISO) 17025 by a third-party accrediting body that is a signatory to the International Laboratory Accreditation Cooperation (ILAC) Mutual Recognition Arrangement. Any Laboratory that Whole Sun Farm contracts with will be Licensed by the Commission prior to Whole Sun Farm contracting them for testing services.

Sampling of marijuana for testing will be done in accordance with the Protocol as follows:

1. Label
 - a. Label each Sample Container with the Production Batch ID, date and time of sampling, and sampler’s initials
2. Fill out the Chain of Custody (see sample below)
 - a. List the same info on the chain of custody
 - b. One sample ID goes on one line
 - c. Check the appropriate boxes
 - i. Make sure date and time stamp are filled in
3. Sampling
 - a. Heaping an adequately mixed and homogenized product into a square shape
 - b. Divide the heap into four equal quarters
 - c. Select samples from two of the opposite quarters, which are mixed and sampled
 - i. The remaining quarters will then be combined and mixed and used for microbiological and contaminant testing

- ii. Repeat the quartering process until the required quantity is obtained (Determined by the Testing Lab)
4. Storing Sample
 - a. Store samples in a cool, dry location until samples are picked up by a Testing Lab courier
5. All Testing samples will be recorded in the Metrc system.

The testing lab will pick up and transport our testing samples to and from their lab. This transportation will comply with the Whole Sun Farm policies and procedures and 935 CMR 500.105(13) if applicable. We will also ensure that the storage of all marijuana products at the laboratory complies with 935 CMR 500.105(11). Any and all excess Whole Sun Farm marijuana product samples used in testing will be disposed of in compliance with 935 CMR 500.105(12), either by the Independent Testing Laboratory returning excess marijuana to the Whole Sun Farm Facility for disposal or by the Independent Testing Laboratory disposing of it directly

Whole Sun Farm will not sell or otherwise market for adult use any Marijuana Product that is not capable of being tested by Independent Testing Laboratories, except as allowed under 935 CMR 500.000. The product must be deemed to comply with the standards required under 935 CMR 500.160

Required testing includes:

1. Cannabinoid Profile
2. Contaminants as specified by the Department/Commission including, but not limited to:
 - a. Mold
 - b. Mildew
 - c. Heavy metals
 - d. Plant-Growth Regulators and Pesticides that are compliant with M.G.L. c. 132B and the regulations promulgated at 333 CMR 2.00 through 333 CMR 14.00.
 - e. Bacteria
 - f. Fungi
 - g. Mycotoxins.

Whole Sun Farm will maintain the results of all testing for no less than one year.

Whole Sun Farm will arrange for testing to be conducted in accordance with the frequency required by the Department/Commission.

If a batch of marijuana fails a quality assurance test, it will be quarantined and stored away from other product and the Commission will be notified within 72 hours of these results. Whole Sun Farm will submit to the Commission upon their request, any information regarding contamination. The batch will be retested, remediated or destroyed as determined by Management.

This policy will be available to registered qualifying patients and personal caregivers. Any notifications indicating contamination that cannot be remediated will include a proposed plan for destruction of contaminated product and assessment of the source of contamination.

Quality Control Testing

Whole Sun Farm will submit duplicate testing samples for quality control purposes. These samples will be collected at least annually and one (1) for every twenty (20) field samples of the solid marijuana collected.

These duplicate samples will be collected and analyzed for each analytical method performed on the samples.

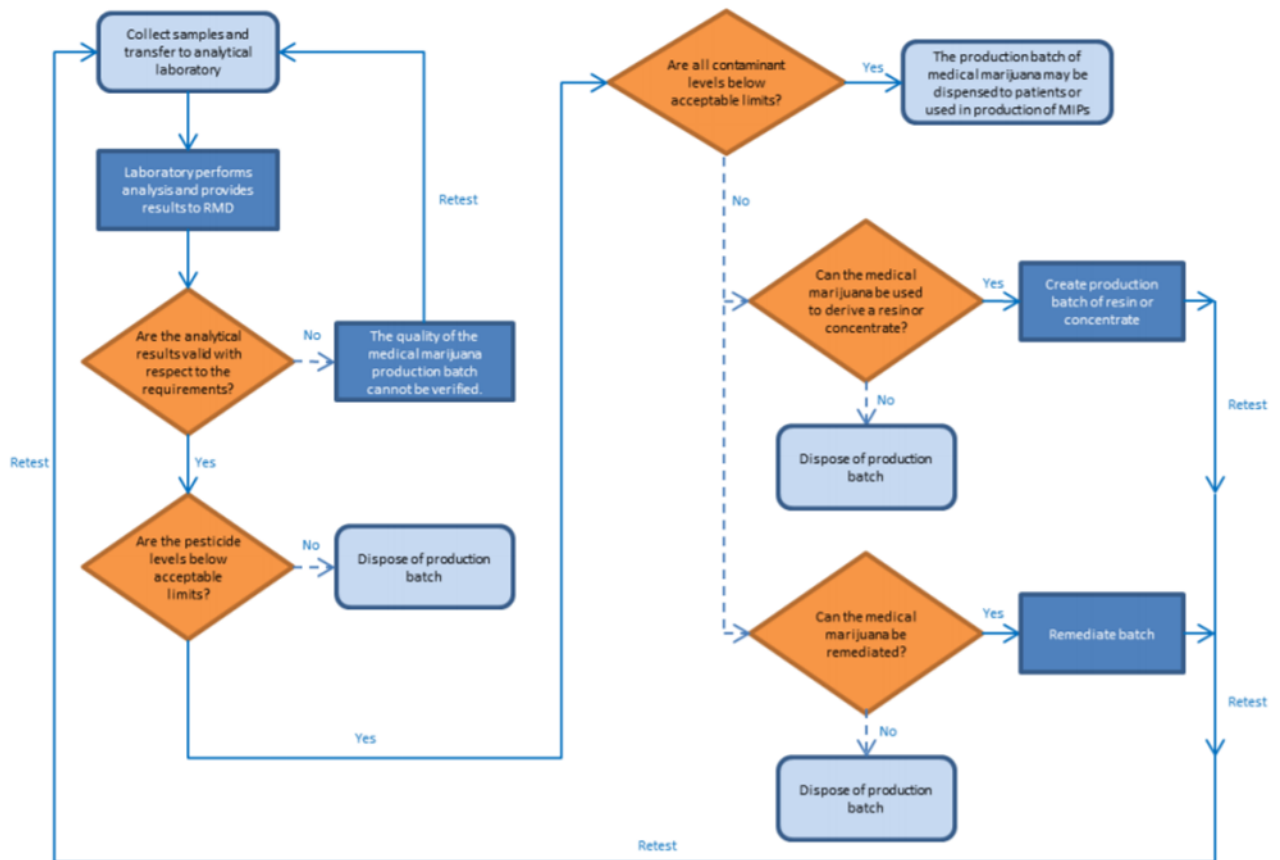
These duplicate samples will not be identified to the laboratory (blind QC).

Policy for Responding to Laboratory Results that Indicate Contaminant Levels are Above Acceptable Limits

If a laboratory test result indicates that a Whole Sun Farm marijuana product sample has contaminant levels above the acceptable limits established in the DPH protocols identified in 935 CMR 500.160(1) Whole Sun Farm will:

1. Immediately segregate the cultivation or production batch and evaluate next steps.
 - a. Using the flowchart below (*Actions in Response to Laboratory Analytical Results*), the Cultivation Manager and CEO will determine whether to:
 - i. Retest the Cultivation/Production Batch
 - ii. Remediate the Cultivation/Production Batch
 - iii. Dispose of Cultivation/Production Batch
2. If the test result indicates has a contaminant level for Pesticides that is above the acceptable limits the Production Batch will be immediately disposed of.
3. If it is determined that the Production Batch cannot be remediated, it will be disposed of.
4. In the case of disposal under 1 and 2 above the Whole Sun Farm Cultivation Manager or Designee will:
 - a. Notify the Commission within 72 hours of the laboratory testing results indicating that the contamination cannot be remediated.
 - b. The notification to the Commission will describe the proposed plan of action for both the destruction of the contaminated product and the assessment of the source of contamination.
5. In the case of any test result that indicates that a Whole Sun Farm marijuana product sample has contaminant levels above the acceptable limits, the Cultivation Manager or designee will conduct an assessment of the source of the contamination.
 - a. This extensive assessment will include investigating all possible sources of contamination including water, media, nutrients, environmental conditions and employee factors.
 - b. The assessment should include a corrective action plan and be shared as a training tool with all Whole Sun Farm agents.

Actions in Response to Laboratory Analytical Results



Sampling of Media for Testing

This procedure applies to all environmental media that is required to be tested in accordance with the Regulations.

Water will be sampled and analyzed prior to use for cultivation of marijuana and quarterly thereafter.

Quality assurance is responsible for all product sampling to meet the compliance criteria. Whole Sun Farm will contract an approved environmental testing laboratory for the purposes of testing all of our environmental media and water. Follow the process outlined in the *"Sampling Instructions for Massachusetts DPH Medical Marijuana Program"* form below.

Supplies Needed: Sample Form, Chain of Custody, Pen. Marker, Ziploc bag

1. Label
 - a. Label each Ziploc bag with the sample ID, date and time of sampling, and sampler's initials
2. Fill out the Chain of Custody
 - a. List the same info on the chain of custody
 - b. One sample ID goes on one line
 - c. Check the appropriate boxes

- d. Make sure date and time stamp are filled in
3. Sampling
 - a. Fill the Ziploc sample bag with 8 oz. of soil/media
 - b. Tightly seal the sample bag
4. Storing Sample
 - a. Store samples in a cool, dry location until samples are picked up by a NET Lab courier
5. Quality Assurance will perform routine audits and analysis of report from the testing lab.

Sampling of Water for Testing

This procedure applies to all water that is required to be tested in accordance with the Regulations.

The Cultivation Manager is responsible for all water sampling to meet the compliance criteria. Whole Sun Farm will contract with an approved environmental testing laboratory for the purposes of testing all of our water. In compliance with the Regulations and the *“Protocol for sampling and analysis of environmental media for Massachusetts Registered Medical Marijuana Dispensaries”* Whole Sun Farm will sample and test its water supply prior to use for cultivation of marijuana and quarterly thereafter. We will follow the process outlined in the *“Sampling Instructions for Marijuana Testing”* form below.

Samples will be taken at the location closest to cultivation area prior to any water treatment and immediately following any treatment systems.

We will test our water for the following contaminants;

1. Metals;
2. Pesticides; and
3. Bacteriological

Collecting Water Samples

1. Samples should not be collected during any periods of unusual activity such as draining of water lines, immediately after changing treatment cartridges or replenishing of hydroponic nutrient solutions.
2. Prior to Sample Collection. The Cultivation Manager or designee will assemble all equipment and information needed before beginning.
 - a. Items to assemble before sampling include, but are not limited to, the following:
 - i. Sample collection plan or diagram of locations to ensure representative sample collection
 - ii. Logbook or sample collection forms
 - iii. Chain-of-custody forms (COCs) (See below)
 - iv. Disposable gloves
 - v. Clean, decontaminated plastic sheeting or other clean, non-porous surface for sample processing;
 - vi. Sample containers appropriate for the analyses required;

1. These will be supplied by the lab.
 - vii. Container labels and pen with indelible ink; and
 - viii. Supplies to thoroughly clean, decontaminate and dry sampling equipment between samples;
 - b. Sample collection personnel will create a new entry for each sampling event in the sample collection logbook.
 - c. Sample collection documentation should identify the sample collection date and start time, participating personnel and locations sampled, relevant environmental conditions, a description of the sampling procedures and equipment decontamination/cleaning used.
 - d. Sample collection personnel shall identify or determine the number and location of water samples to be collected
 - i. Sample locations must be recorded in the sample collection logbook. Record the sample location identifier (location ID) for each sample so that it can be utilized to identify the physical location of the sample location within the facility.
 - ii. Location identifiers should be consistent across sampling events to allow tracking of repeated sample locations. The location IDs will be included on sample labels (unless the grab samples are used in a composite sample).
 - iii. In addition to the location ID, create a unique sample ID for each sample. Sample identifiers should be unique for a given sample event. Record the location and sample IDs in the sample collection logbook or forms as well as the volume of the sample, preservation, and associated sample containers.
 - e. Any tools that contact the samples should be made of stainless steel or other inert material to avoid potential contamination of the sample. In addition, all tools that come in contact with the sample media should be rinsed with deionized water between samples to reduce potential cross contamination.
 - f. Preparing sample labels and affixing them to sample containers immediately before sampling.
 - i. Information to include on the label includes at a minimum the location and sample ID and date/time of collection. Additional information that must be recorded in documentation if not on the label includes sample collector's name, environmental media type, collection method, whether the sample is a grab or composite sample, and preservation (if applicable).
3. Sample Collection. Collect the planned samples from each sample location one at a time:
- a. Don gloves to mitigate potential for contamination of samples
 - b. Spread clean, decontaminated plastic sheeting or other nonporous surface near the sample location and lay out any tools and equipment needed.
 - c. Prepare the sample location by removing faucet aerators if connected. Note the location of any water treatment systems and remove if required to represent pre-treatment location.
 - d. For sample collection of water lines, purge the lines of standing water and note purge time in sample collection documentation. Generally, for frequently used water 15

minutes run time is considered sufficient but actual time for purge depends on pipe volume and frequency of use.

- e. Open the pre-labeled sample containers appropriate for the analyses taking care to not allow errant drips or splashes off other surfaces to enter the caps or containers.
- f. Samples for all analyses may be collected directly into sample containers or into a larger, inert vessel then poured into containers. During sample collection, make sure than the tap or spigot does not contact the sample container.
- g. Record the time each sample was collected and record any difficulties, inconsistencies with the sampling plan, or other remarks (e.g., environmental conditions) that might be relevant to data analysis or quality assurance.
- h. Samples should be refrigerated or maintained on ice until shipped to the analytical laboratory.
- i. Chain-of-custody paperwork should be completed immediately prior to shipment.

4. Sample Handling

- a. After samples are properly collected and labeled, they should be delivered for analysis as soon as possible. This section describes how to handle, securely store, package, and ship the samples to the laboratory.
- b. Sample containers both empty and once containing samples shall be stored in a contaminant-free environment to the degree possible. Sample containers should not be stored for more than one (1) year.
- c. All samples should be collected and stored in containers of the appropriate materials based on the analysis method being performed.
- d. Until the samples are analyzed, they should be preserved to minimize chemical or physical changes according to the analytical method references.

5. Sample Storage

- a. Samples should be refrigerated or maintained on ice ($4^{\circ}\text{C} \pm 2^{\circ}\text{C}$) until they are shipped to the analytical laboratory.
- b. Placing the samples in airtight containers with minimal headspace preserves samples by minimizing moisture loss and chemical exchange between the sample medium and air.
- c. In addition, protect the samples from excessive light exposure to minimize photochemical degradation. Samples can be protected from light by using an amber sample container, storing the samples in a closed box or other amber container, or in a dark storage location.
- d. To be considered valid, all samples must be analyzed prior to expiration of the technical holding time as defined in each analytical method. Note that the holding time for some biological components is very short; 24 to 48 hours from the time of collection.

Sampling Instructions for Environmental Media and Water

For a full suite of analyses on a water sample:

At each sample point, label one of each of the following bottles with the sample ID, date and time of sampling and sampler's initials:

1. One 1-L amber glass jar with no preservative
2. One 16-oz plastic bottle with no preservative
3. One 16-oz plastic jar, pre-preserved with HNO_3 . Note: HNO_3 is nitric acid. Use caution when filling bottle.
4. Three sterile cups. Make sure each label has the sample ID and one of the three bacteria tests (TC, HPC, and FC). Each of these tests require an individual bottle.

Fill out the Chain of Custody with the same information as on the bottle labels. Note: One sample ID goes on one line. Each individual bottle does not require its own line. Simply check the appropriate boxes, make sure date and time sampled is filled in, that the sample ID is correct.

At each sampling point, fill all six bottles **completely**. Do not touch the inside of the sterile cups or their caps or put the caps down on a dirty counter. Make sure all bottles are tightly capped and store inside a refrigerator at 4°C until samples are picked up by a lab courier.

For a full suite of analyses on a soil sample:

At each sample point, label one sandwich sized Ziploc or 8-oz glass jar with the sample ID, date and time of sampling and sampler's initials

Fill out the Chain of Custody with the same information as on the labels. Note: One sample ID goes on one line. Simply check the appropriate boxes, make sure date and time sampled is filled in, that the sample ID is correct.

At each sampling point, fill one container completely. Make sure containers are tightly sealed and store inside a refrigerator at 4°C until samples are picked up by a lab courier.

Sample Chain of Custody form for Media/Soil Sampling

New England Testing Laboratory
59 Greenhill Street West Warwick, RI 02893
(401) 353-3420

Chain of Custody Record

[illegible]

Sample Chain of Custody form for Water Sampling

New England Testing Laboratory
59 Greenhill Street West Warwick, RI 02893
(401) 353-3420

Chain of Custody Record

[illegible]

Whole Sun Farm Record Keeping Procedure

This document is a summary of the Record Keeping Procedure for Whole Sun Farm LLC. This plan may be amended once we are licensed

Intent

Whole Sun Farm is committed to being compliant with all regulations outlined in 935 CMR 500.000 et. seq. ("the Regulations") and any other requirements or sub-regulatory guidance issued by the Massachusetts Cannabis Control Commission ("CNB") or any other regulatory agency.

To provide clear and concise instructions for Whole Sun Farm employees regarding Record Keeping that are in compliance with the Regulations

Purpose

The purpose of this policy is to outline the responsibilities of the Company, the Company's management team and Agents to ensure specific, methodical, and consistent compliance of the Regulations and to ensure that our Record Keeping Procedures are compliant will all regulations and laws.

Access to the Commission

Whole Sun Farm electronic and hard copy (written) records will be available to the Commission upon request pursuant to 935 CMR 500.105(9). The records will be maintained in accordance with generally accepted accounting principles. All written records required in any section of 935 CMR 500.000 are subject to inspection.

Types of Records

The following records will be maintained and stored by Whole Sun Farm and available to the Commission upon request:

1. Operating procedures as required by 935 CMR 500.105(1)
 - a. Security measures in compliance with 935 CMR 500.110;
 - b. Employee security policies, including personal safety and crime prevention techniques;
 - c. A description of the Marijuana Establishment's hours of operation and after-hours contact information, which shall be provided to the Commission, made available to law enforcement officials upon request, and updated pursuant to 935 CMR 500.000.
 - d. Storage of marijuana in compliance with 935 CMR 500.105(11);
 - e. Description of the various strains of marijuana to be cultivated, processed or sold, as applicable, and the form(s) in which marijuana will be sold;
 - f. Procedures to ensure accurate recordkeeping, including inventory protocols in compliance with 935 CMR 500.105(8) and (9);
 - g. Plans for quality control, including product testing for contaminants in compliance with 935 CMR 500.160;
 - h. A staffing plan and staffing records in compliance with 935 CMR 500.105(9);

- i. Emergency procedures, including a disaster plan with procedures to be followed in case of fire or other emergencies;
 - j. Alcohol, smoke, and drug-free workplace policies;
 - k. A plan describing how confidential information will be maintained;
 - l. A policy for the immediate dismissal of any marijuana establishment agent who has:
 - i. Diverted marijuana, which shall be reported to law enforcement officials and to the Commission;
 - ii. Engaged in unsafe practices with regard to operation of the Marijuana Establishment, which shall be reported to the Commission; or
 - iii. Been convicted or entered a guilty plea, plea of nolo contendere, or admission to sufficient facts of a felony drug offense involving distribution to a minor in the Commonwealth, or a like violation of the laws of another state, the United States or a foreign jurisdiction, or a military, territorial, or Native American tribal authority.
 - m. A list of all board members and executives of a Marijuana Establishment, and members, if any, of the licensee must be made available upon request by any individual. 935 CMR This requirement may be fulfilled by placing this information on the Marijuana Establishment's website.
 - n. Policies and procedures for the handling of cash on Marijuana Establishment premises including but not limited to storage, collection frequency, and transport to financial institution(s).
 - o. Policies and procedures to prevent the diversion of marijuana to individuals younger than 21 years old.
 - p. Policies and procedures for energy efficiency and conservation that shall include:
 - i. Identification of potential energy use reduction opportunities (including but not limited to natural lighting, heat recovery ventilation and energy efficiency measures), and a plan for implementation of such opportunities;
 - ii. Consideration of opportunities for renewable energy generation, including, where applicable, submission of building plans showing where energy generators could be placed on the site, and an explanation of why the identified opportunities were not pursued, if applicable;
 - iii. Strategies to reduce electric demand (such as lighting schedules, active load management and energy storage); and
 - iv. Engagement with energy efficiency programs offered pursuant to M.G.L. c. 25, § 21, or through municipal lighting plants.
2. Operating procedures as required by 935 CMR 500.120(12);

- a. Methods for identifying, recording, and reporting diversion, theft, or loss, and for correcting all errors and inaccuracies in inventories. The policies and procedures, at a minimum, must be in compliance with 935 CMR 500.105(8);
 - b. Policies and procedures for handling voluntary and mandatory recalls of marijuana. Such procedures shall be adequate to deal with recalls due to any action initiated at the request or order of the Commission, and any voluntary action by a Marijuana Establishment to remove defective or potentially defective marijuana from the market, as well as any action undertaken to promote public health and safety;
 - c. Policies and procedures for ensuring that any outdated, damaged, deteriorated, mislabeled, or contaminated marijuana is segregated from other marijuana and destroyed. Such procedures shall provide for written documentation of the disposition of the marijuana. The policies and procedures, at a minimum, must be in compliance with 935 CMR 500.105(12);
 - d. Policies and procedures for transportation. The policies and procedures, at a minimum, must be in compliance with 935 CMR 500.105(13);
 - e. Policies and procedures to reduce energy and water usage, engage in energy conservation and mitigate other environmental impacts. The policies and procedures at a minimum, must be in compliance with 935 CMR 500.105(15) and 935 CMR 500.120(11); and
 - f. Policies and procedures for the transfer, acquisition, or sale of marijuana between Marijuana Establishments.
3. Inventory records as required by 935 CMR 500.105(8); and
 4. Seed-to-sale tracking records for all marijuana products are required by 935 CMR 500.105(8)(e).
 5. Personnel records required by 935 CMR 500.105(9)(d), including but not limited to;
 - a. Job descriptions for each employee and volunteer position, as well as organizational charts consistent with the job descriptions;
 - b. A personnel record for each marijuana establishment agent. Such records shall be maintained for at least 12 months after termination of the individual's affiliation with the Marijuana Establishment and shall include, at a minimum, the following:
 - i. All materials submitted to the Commission pursuant to 935 CMR 500.030(2);
 - ii. Documentation of verification of references;
 - iii. The job description or employment contract that includes duties, authority, responsibilities, qualifications, and supervision
 - iv. Documentation of all required training, including training regarding privacy and confidentiality requirements, and the signed statement of the individual indicating the date, time, and place he or she received said training and the topics discussed, including the name and title of presenters;
 - v. Documentation of periodic performance evaluations;

- vi. A record of any disciplinary action taken; and
 - vii. Notice of completed responsible vendor and eight-hour related duty training.
- c. A staffing plan that will demonstrate accessible business hours and safe work conditions;
- d. Personnel policies and procedures; and
- e. All background check reports obtained in accordance with 935 CMR 500.030
- 6. Business records, which shall include manual or computerized records of:
 - a. Assets and liabilities;
 - b. Monetary transactions;
 - c. Books of accounts, which shall include journals, ledgers, and supporting documents, agreements, checks, invoices, and vouchers;
 - d. Sales records including the quantity, form, and cost of marijuana products; and
 - e. Salary and wages paid to each employee, stipend paid to each board member, and an executive compensation, bonus, benefit, or item of value paid to any individual affiliated with a Marijuana Establishment, including members of the nonprofit corporation, if any.
- 7. Waste disposal records as required under 935 CMR 500.105(12); and
- 8. Following closure of a Marijuana Establishment, all records must be kept for at least two years at the expense of the Marijuana Establishment and in a form and location acceptable to the Commission.
- 9. Responsible vendor training program compliance records.
- 10. Vehicle registration, inspection and insurance records.

All records kept and maintained by Whole Sun Farm will be securely held. Access to these records will only be accessible to those Whole Sun Farm Agents who require access as a part of their job duties.

Whole Sun Farm Policy for Restricting Access to Age 21 and Older

Intent

Whole Sun Farm Cultivation operations will be compliant with all regulations outlined in 935 CMR 500.000 et. seq. (“the Regulations”) and any other requirements or sub-regulatory guidance issued by the Massachusetts Cannabis Control Commission (“CNB”) or any other regulatory agency.

Purpose

The purpose of this policy is to outline the responsibilities of the Company, the Company’s management team and Agents to ensure specific, methodical, and consistent compliance of the Regulations and to ensure that access to our facility is restricted to only persons who are 21 years of age or older.

Definitions

Law Enforcement Authorities means local law enforcement unless otherwise indicated.

Marijuana Establishment Agent means a board member, director, employee, executive, manager, or volunteer of a Marijuana Establishment, who is **21 years of age or older**. Employee includes a consultant or contractor who provides on-site services to a Marijuana Establishment related to the cultivation, harvesting, preparation, packaging, storage, testing, or dispensing of marijuana.

Visitor means an individual, other than a Marijuana Establishment Agent authorized by the Marijuana Establishment, on the premises of an establishment for a purpose related to its operations and consistent with the objectives of St. 2016, c. 334, as amended by St. 2017, c. 55 and 935 CMR 500.000, provided, however, that **no such individual shall be younger than 21 years old**.

Responsibilities

The Whole Sun Farm Management team is responsible for ensuring that all persons who enter the facility or are otherwise associated with the operations of Whole Sun Farm are over the age of 21.

Access to the Facility

The Whole Sun Farm cultivation facility located at 48 Valley Road, Dunstable, MA allows only the following individuals access to our facility. For the purposes of this Policy the term facility also refers to any vehicle owned, leased, rented or otherwise used by Whole Sun Farm for the transportation of Marijuana:

1. Whole Sun Farm Agents (including board members, directors, employees, executives, managers, or volunteers)

- a. Must have a valid Agent Registration Card issued by the Commission
 - b. All Whole Sun Farm Agents are verified to be 21 years of age or older prior to being issued a Marijuana Establishment Agent card.
- 2. Visitors (including outside vendors and contractors)
 - a. Prior to being allowed access to the facility or any Limited Access Area, the visitor must produce a Government issued Identification Card to a member of the management team and have their age verified to be 21 years of age or older.
 - i. If there is any question as to the visitors age, or if the visitor cannot produce a Government Issued Identification Card, they will not be granted access.
 - b. After the age of the visitor is verified they will be given a Visitor Identification Badge
 - c. Visitors will be escorted at all times by a marijuana establishment agent authorized to enter the limited access area.
 - d. Visitors will be logged in and out of the facility and must return the Visitor Identification Badge upon exit.
 - i. The visitor log will be available for inspection by the Commission at all times
- 3. Access to the Commission, Emergency Responders and Law Enforcement.
 - a. The following individuals shall have access to a Marijuana Establishment or Marijuana Establishment transportation vehicle:
 - i. Representatives of the Commission in the course of responsibilities authorized by St. 2016, c. 334, as amended by St. 2017, c. 55 or 935 CMR 500.000;
 - ii. Representatives of other state agencies of the Commonwealth; and
 - iii. Emergency responders in the course of responding to an emergency.
 - iv. Law enforcement personnel or local public health, inspectional services, or other permit-granting agents acting within their lawful jurisdiction.
 - b. Individuals described above in this policy will be granted immediate access to the facility.

Policy for Separating Recreational from Medical Operations

Not Applicable

Whole Sun Farm, LLC. is not a Medical Marijuana Treatment Center or Existing RMD Applicant

Whole Sun Farm Plan for Positive Impact

V2.0

Whole Sun Farm, LLC is committed to allowing people from areas of disproportionate impact experience a positive impact from the operation of our Marijuana Establishment. We understand that some communities have been disproportionately affected by cannabis prohibition and enforcement. Marijuana prohibition and enforcement has produced profoundly unequal outcomes for these communities with higher arrest and incarceration rates.

Through its regulations the Commonwealth of Massachusetts and the Cannabis Control Commission has required the promotion and encouragement of full participation in the marijuana industry by people from communities that have been disproportionately harmed by marijuana prohibition and enforcement and to positively impact those communities. To this end, Whole Sun Farm, to the extent that is practical, is also committed to employing, partnering with, and providing programs that will help reverse the negative impacts that marijuana prohibition has had on populations in areas of disproportionate impact.

Whole Sun farm will comply with the requirements of 935 CMR 500.105(4) which provides the permitted and prohibited advertising, branding, marketing, and sponsorship practices of every Marijuana Establishment

Any actions taken, or programs instituted, by Whole Sun Farm will not violate the Commission's regulations with respect to limitations on ownership or control or other applicable state laws.

GOALS

1. Create jobs and training for people from areas of disproportionate impact.
2. Utilize contractors, suppliers and vendors from areas of disproportionate impact whenever possible.
3. Attain the status of Social Justice Leader with required gross revenue donations to the Social Equity Training and Technical Assistance Fund.

EMPLOYMENT PROGRAM

Whole Sun Farms plans to employ only 3-4 full time employees. Our Tier 1 cultivation operation can be operated by the Managers of the Company for a majority of the time. During the harvest and trimming periods, we plan to hire temporary or part-time employees to fulfill these functions.

The City of Lowell is approximately 6 miles from our proposed establishment. Certain areas in Lowell are designated as areas of disproportionate impact. We will target these areas for all job opportunities and give preference to these residents for open positions.

1. Our goal is that at least 50% of our employees will fall into one of the categories below:
 - a. Past or present residents of the geographic "areas of disproportionate impact," which have been defined by the Commission and identified in its

Guidance for Identifying Areas of Disproportionate Impact, specifically Lowell.

- b. Commission-designated Economic Empowerment Priority applicants;
 - c. Commission-designated Social Equity Program participants;
 - d. Massachusetts residents who have past drug convictions; and
 - e. Massachusetts residents with parents or spouses who have drug convictions.
2. Postings will be listed with the MassHire Lowell Career Center. This organization is a Massachusetts One Stop Career Center that serves Lowell and the surrounding area. We plan to participate in job fairs and other outreach associated with this and similar organizations.
- a. Our first job fair will be held approximately 60 days prior to our first harvest.
 - b. Second and subsequent job fairs will be held as needed
3. All job postings will also be posted in the in the Lowell Sun which serves Lowell, the only local community that is designated as Areas of Disproportionate Impact.
4. All job postings will promote our priority hiring policy for individuals who meet the criteria of our Employment Program

SUPPLIER AND CONTRACTOR PROGRAM

Supporting access to this industry can also be achieved by selecting suppliers and contractors with businesses located in areas of disproportionate impact.

When selecting Suppliers and Contractors we will prioritize individuals and companies that are owned or employ a majority of their workforce that are:

- 1. Past or present residents of the geographic “areas of disproportionate impact,” which have been defined by the Commission and identified in its Guidance for Identifying Areas of Disproportionate Impact, specifically Lowell.
- 2. Commission-designated Economic Empowerment Priority applicants;
- 3. Commission-designated Social Equity Program participants;
- 4. Massachusetts residents who have past drug convictions; and
- 5. Massachusetts residents with parents or spouses who have drug convictions.

Once Whole Sun Farm begins wholesale sales, we will give preference to Marijuana Establishments who are Commission-designated Economic Empowerment Priority applicants and/or Commission-designated Social Equity Program participants.

MEASURING AND REPORTING POSITIVE IMPACT ON COMMUNITY

Creating a positive impact on areas of disproportionate impact is fundamental to responsible business ownership. It is Whole Sun Farm’s intent to make Positive Impact performance

indicators a key factor in determining success.

After the first 6 months of operation and every 6 months thereafter, Whole Sun Farm will perform an ongoing and comprehensive evaluation of this plan to ensure that it accomplishes our goals. Prior to renewal of our License, Whole Sun Farm will demonstrate perform an additional evaluation of the proof of success or progress of this plan to be submitted to the Commission upon the yearly renewal of a license. These written evaluations will be provided to the Commission upon request. The evaluation will include:

1. Demographics of the company relative to the criteria in our Employment Program.
2. Recruitment and hiring data relative to the sourcing of candidates, offers of employment, and actual hires meeting the criteria in our Employment Program.
3. Numbers of employees residing in Lowell or other areas of disproportionate impact.
4. Data on the use of suppliers and contractors that meet the criteria in our Supplier and Contractor Program.
5. Data on wholesale sales to Marijuana Establishments who are Commission designated Economic Empowerment Priority applicants and/or Commission designated Social Equity Program participants.

If, at any time, it is found that our plan is not reaching our goals, the executive management team will convene a special working group to evaluate the plan and make the necessary changes. This group may include outside consultants and professionals.