



Massachusetts Cannabis Control Commission

Public Record Request

Marijuana Retailer

General Information:

License Number: MR281657
Original Issued Date: 04/23/2019
Issued Date: 04/09/2020
Expiration Date: 04/23/2021
Payment Received: \$5000 Payment Required: \$10000

ABOUT THE MARIJUANA ESTABLISHMENT

Business Legal Name: Atlantic Medicinal Partners, Inc.

Phone Number: 781-884-7655 Email Address: contact@ampma.org

Business Address 1: 297 Highland Ave Business Address 2:
Business City: Salem Business State: MA Business Zip Code: 01970
Mailing Address 1: 329 Washington Street Mailing Address 2:
Mailing City: Woburn Mailing State: MA Mailing Zip Code: 01801

CERTIFIED DISADVANTAGED BUSINESS ENTERPRISES (DBES)

Certified Disadvantaged Business Enterprises (DBEs): Not a DBE

PRIORITY APPLICANT

Priority Applicant: yes

Priority Applicant Type: RMD Priority

Economic Empowerment Applicant Certification Number:

RMD Priority Certification Number: RP201846

RMD INFORMATION

Name of RMD: Atlantic Medicinal Partners, Inc.

Department of Public Health RMD Registration Number:

Operational and Registration Status: Obtained Provisional Certificate of Registration only

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

If no, describe the circumstances below:

PERSONS WITH DIRECT OR INDIRECT AUTHORITY

Date generated: 09/28/2020

Person with Direct or Indirect Authority 1

Percentage Of Ownership: 33.33 Percentage Of Control: 33.33

Role: Owner / Partner Other Role: CEO, President and Director

First Name: Stephen Last Name: Perkins 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: 33.33 Percentage Of Control: 33.33

Role: Owner / Partner Other Role: CFO, Treasurer and Director

First Name: Frank Last Name: Cieri 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: 33.33 Percentage Of Control: 33.33

Role: Owner / Partner Other Role: COO, Clerk and Director

First Name: Jeffrey Last Name: Perkins Suffix:

Gender: Male User Defined Gender:

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

Specify Race or Ethnicity:

ENTITIES WITH DIRECT OR INDIRECT AUTHORITY

No records found

CLOSE ASSOCIATES AND MEMBERS

No records found

CAPITAL RESOURCES - INDIVIDUALS

Individual Contributing Capital 1

First Name: Stephen Last Name: Perkins Suffix:

Types of Capital: Monetary/Equity Other Type of Capital: Total Value of the Capital Provided: \$247200 Percentage of Initial Capital: 13

Capital Attestation: Yes

Individual Contributing Capital 2

First Name: Frank Last Name: Cieri Suffix:

Types of Capital: Monetary/Equity Other Type of Capital: Total Value of the Capital Provided: \$1418807 Percentage of Initial Capital: 74

Capital Attestation: Yes

Individual Contributing Capital 3

First Name: Jeffrey Last Name: Perkins Suffix:

Types of Capital: Monetary/Equity Other Type of Capital: Total Value of the Capital Provided: \$247200 Percentage of Initial Capital: 13

Capital Attestation: Yes

CAPITAL RESOURCES - ENTITIES

No records found

BUSINESS INTERESTS IN OTHER STATES OR COUNTRIES

No records found

DISCLOSURE OF INDIVIDUAL INTERESTS

Individual 1

First Name: Jeffrey	Last Name: Perkins	Suffix:
Marijuana Establishment Name: Atlantic Medicinal Partners	Business Type: Marijuana Retailer	
Marijuana Establishment City: Fitchburg	Marijuana Establishment State: MA	

Individual 2

First Name: Jeffrey	Last Name: Perkins	Suffix:
Marijuana Establishment Name: Atlantic Medicinal Partners	Business Type: Marijuana Cultivator	
Marijuana Establishment City: Fitchburg	Marijuana Establishment State: MA	

Individual 3

First Name: Jeffrey	Last Name: Perkins	Suffix:
Marijuana Establishment Name: Atlantic Medicinal Partners	Business Type: Marijuana Product Manufacture	
Marijuana Establishment City: Fitchburg	Marijuana Establishment State: MA	

Individual 4

First Name: Stephen	Last Name: Perkins	Suffix:
Marijuana Establishment Name: Atlantic Medicinal Partners	Business Type: Marijuana Retailer	
Marijuana Establishment City: Fitchburg	Marijuana Establishment State: MA	

Individual 5

First Name: Stephen	Last Name: Perkins	Suffix:
Marijuana Establishment Name: Atlantic Medicinal Partners	Business Type: Marijuana Cultivator	
Marijuana Establishment City: Fitchburg	Marijuana Establishment State: MA	

Individual 6

First Name: Stephen	Last Name: Perkins	Suffix:
Marijuana Establishment Name: Atlantic Medicinal Partners	Business Type: Marijuana Product Manufacture	
Marijuana Establishment City: Fitchburg	Marijuana Establishment State: MA	

Individual 7

First Name: Frank	Last Name: Cieri	Suffix:
Marijuana Establishment Name: Atlantic Medicinal Partners	Business Type: Marijuana Retailer	
Marijuana Establishment City: Fitchburg	Marijuana Establishment State: MA	

Individual 8

First Name: Frank	Last Name: Cieri	Suffix:
Marijuana Establishment Name: Atlantic Medicinal Partners	Business Type: Marijuana Cultivator	
Marijuana Establishment City: Fitchburg	Marijuana Establishment State: MA	

Individual 9

First Name: Frank	Last Name: Cieri	Suffix:
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Marijuana Establishment Name: Atlantic Medicinal Partners Business Type: Marijuana Product Manufacture

Marijuana Establishment City: Fitchburg

Marijuana Establishment State: MA

MARIJUANA ESTABLISHMENT PROPERTY DETAILS

Establishment Address 1: 297 Highland Avenue

Establishment Address 2:

Establishment City: Salem

Establishment Zip Code: 01970

Approximate square footage of the establishment: 9000

How many abutters does this property have?: 6

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

HOST COMMUNITY INFORMATION

Host Community Documentation:

Document Category	Document Name	Type	ID	Upload Date
Plan to Remain Compliant with Local Zoning	AMP - Plan to Remain Compliant with Local Zoning.pdf	pdf	5b32bc6cb47dfe43b93ec3b9	06/26/2018
Certification of Host Community Agreement	HCA Certification.pdf	pdf	5c38a995a2404e71ee7e6bfd	01/11/2019
Community Outreach Meeting Documentation	Community Outreach Attestation.pdf	pdf	5c38a9f616fa0d7202ceb279	01/11/2019
Community Outreach Meeting Documentation	highlighted.pdf	pdf	5c55e9fbb411c1126cf00346	02/02/2019

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.: \$1

PLAN FOR POSITIVE IMPACT

Plan to Positively Impact Areas of Disproportionate Impact:

Document Category	Document Name	Type	ID	Upload Date
Plan for Positive Impact	AMP Revised Plan for Positive Impact.pdf	pdf	5c648f431e71bd126232a0e3	02/13/2019

ADDITIONAL INFORMATION NOTIFICATION

Notification: I understand

INDIVIDUAL BACKGROUND INFORMATION

Individual Background Information 1

Role:

Other Role:

First Name: Stephen

Last Name: Perkins Suffix:

RMD Association: RMD Owner

Background Question: no

Individual Background Information 2

Role:

Other Role:

First Name: Frank

Last Name: Cieri Suffix:

RMD Association: RMD Owner

Background Question: no

Individual Background Information 3

Role:

Other Role:

First Name: Jeffrey

Last Name: Perkins Suffix:

RMD Association: RMD Owner

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	AMP - Articles of Organization.pdf	pdf	5b3503755617f143c98bb90d	06/28/2018
Bylaws	AMP - Corporate Bylaws.pdf	pdf	5b35037be0abb143d354684b	06/28/2018
Department of Revenue - Certificate of Good standing	DOR-Good-Standing.pdf	pdf	5c38a7536b68fa71e859ba62	01/11/2019
Secretary of Commonwealth - Certificate of Good Standing	Sec-of_state-Good-Standing.pdf	pdf	5c38a76a8f456971f8452baa	01/11/2019

Certificates of Good Standing:

Document Category	Document Name	Type	ID	Upload Date
Department of Revenue - Certificate of Good standing	DOR - Good Standing.pdf	pdf	5e418713fe55e40432f6fda7	02/10/2020
Department of Unemployment Assistance - Certificate of Good standing	DUA - Good Standing.pdf	pdf	5e41871d7225f00469658481	02/10/2020
Secretary of Commonwealth - Certificate of Good Standing	SEC - Good Standing.pdf	pdf	5e4187275a2369047f22519c	02/10/2020

Massachusetts Business Identification Number: 001266330

Doing-Business-As Name:

DBA Registration City: Woburn

BUSINESS PLAN

Business Plan Documentation:

Document Category	Document Name	Type	ID	Upload Date
Plan for Liability Insurance	AMP - Plan for Obtaining Liability Insurance.pdf	pdf	5b3503988d1e3843f1b00769	06/28/2018
Business Plan	AMP - Business Plan.pdf	pdf	5b609d544ddf46346501736c	07/31/2018
Proposed Timeline	AMP Proposed Timeline 3-18-20.pdf	pdf	5e7277069a385038d9d871f8	03/18/2020

OPERATING POLICIES AND PROCEDURES

Policies and Procedures Documentation:

Document Category	Document Name	Type	ID	Upload Date
Plan for obtaining marijuana or marijuana products	AMP - Plan for Obtaining Marijuana or Marijuana Products.pdf	pdf	5b3510e363f5ba502c344834	06/28/2018
Separating recreational from medical operations, if applicable	AMP - Plan for Separating Recreational from Medical Operations.pdf	pdf	5b3512c7719dca5046294dec	06/28/2018
Restricting Access to age 21 and older	AMP - Plan to Restrict Access 21 or Older.pdf	pdf	5b3512d1cb211e5050f105c6	06/28/2018
Security plan	AMP - Security Plan.pdf	pdf	5b3514abdb987f505ab2a4ff	06/28/2018
Prevention of diversion	AMP - Diversion Prevention.pdf	pdf	5b3514b407462b506437a80c	06/28/2018
Storage of marijuana	AMP - Storage of Marijuana.pdf	pdf	5b3514bf719dca5046294df8	06/28/2018
Transportation of marijuana	AMP - Transportation of Marijuana.pdf	pdf	5b3514c9cb211e5050f105d2	06/28/2018
Inventory procedures	AMP - Inventory Procedures.pdf	pdf	5b3514d507462b506437a810	06/28/2018
Quality control and testing	AMP - Quality Control and Testing.pdf	pdf	5b3514e0480890506ed9bb66	06/28/2018
Dispensing procedures	AMP - Dispensing Procedures.pdf	pdf	5b3514f463f5ba502c344842	06/28/2018
Personnel policies including background checks	AMP - Personnel Policies Including Background Checks.pdf	pdf	5b3514ffcb211e5050f105d6	06/28/2018
Record Keeping procedures	AMP - Record Keeping Procedures.pdf	pdf	5b351508db987f505ab2a505	06/28/2018
Maintaining of financial records	AMP - Maintaining Financial Records.pdf	pdf	5b351513480890506ed9bb6a	06/28/2018
Qualifications and training	AMP - Qualifications and Training.pdf	pdf	5b35152963f5ba502c34484a	06/28/2018
Diversity plan	AMP Revised Diversity Plan.pdf	pdf	5c648c7f3779161b2a871f8e	02/13/2019

MARIJUANA RETAILER SPECIFIC REQUIREMENTS

Adequate Patient Supply Documentation:

Document Category	Document Name	Type	ID	Upload Date
	AMP - Salem Ensuring Patient Supply.pdf	pdf	5e4188b5d43df3043d4b868f	02/10/2020

Reasonable Substitutions of Marijuana Types and Strains Documentation:

Document Category	Document Name	Type	ID	Upload Date
	AMP - Reasonable Substitutions.pdf	pdf	5e418850fe55e40432f6fdb8	02/10/2020

ATTESTATIONS

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

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

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

Notification: I Understand

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

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

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

ADDITIONAL INFORMATION NOTIFICATION

Notification: I Understand

COMPLIANCE WITH POSITIVE IMPACT PLAN

Progress or Success Goal 1

Description of Progress or Success: Atlantic Medicinal Partners (AMP) listed two main goals as part of our Plan to Positively Impact Areas of Disproportionate Impact; hiring employees from areas of disproportionate impact, as defined by the Cannabis Control Commission, and mentoring Economic Empowerment Applicants / Social Equity Program Participants.

AMP will achieve the first goal by holding one or more job fairs at least 60 days before our Salem location is open. We are anticipating a July opening and holding the job fair over the next few months.

To accomplish our second goal, mentoring Economic Empowerment Applicants / Social Equity Program Participants, our head of compliance has reached out to the Massachusetts Recreational Consumer Council for contacts. We have proposed assisting with any compliance questions, designing a robust security system, or giving general guidance. We look forward to assisting and building long-term relationships with Economic Empowerment Applicants / Social Equity Program Participants. Additionally currently has multiple job listings on Indeed in which state "Fitchburg residency will be a positive factor in hiring decisions at the facility. This does not prevent the Company from hiring the most qualified candidates and complying with all employment laws and other legal requirements.". Fitchburg has been determined as an area of disproportionate impact.

COMPLIANCE WITH DIVERSITY PLAN

Diversity Progress or Success 1

Description of Progress or Success: Atlantic Medicinal Partners is dedicated to promoting diversity within the workforce.

Currently AMP has a total of four executives, one manager, and one assistant manager. One of AMP's executive management is a female, and another is a veteran who is also part African American. AMP's sole department manager is also a female.

In total, 50% of AMP's executive management is diverse.

AMP will continue to maintain a diverse workforce and will work hard to include more individuals from other diverse groups.

HOURS OF OPERATION

Monday From: 9:00 AM	Monday To: 11:00 PM
Tuesday From: 9:00 AM	Tuesday To: 11:00 PM
Wednesday From: 9:00 AM	Wednesday To: 11:00 PM
Thursday From: 9:00 AM	Thursday To: 11:00 PM
Friday From: 9:00 AM	Friday To: 11:00 PM
Saturday From: 9:00 AM	Saturday To: 11:00 PM
Sunday From: 9:00 AM	Sunday To: 11:00 PM



Business Plan

July 29, 2018

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1. EXECUTIVE SUMMARY

1.1 Mission Statement and Message from the CEO

Founded in 2017, Atlantic Medicinal Partners, Inc. (“AMP”) is a consortium of skilled professionals that are committed to fostering the growth of a robust, inclusive cannabis industry in Massachusetts. Our team values fairness, respect for ideas, and creativity, and is comprised of experts from a diverse range of backgrounds. We strive to cultivate, process, and transport the highest quality cannabis offered in Massachusetts.

1.2 Product

AMP will offer high-grade cannabis and extract products compliant with the guidelines and regulations set out by the Commission. In addition to traditional sativa, indica, and hybrid cannabis flower, AMP will offer a wide range of products and services that will allow AMP to serve customers with a wide variety of needs. Products AMP intends to offer include, but will not be limited to:

1. Topical Salves
2. Creams and Lotion
3. Patches
4. Oral Mucosal/Sublingual Dissolving Tablets
5. Tinctures
6. Oral Sprays
7. Inhalation Ready to Use CO2 Extracted Hash Oils
8. Pre-Dosed Oil Vaporizers
9. Ingestion Capsules
10. Food and Beverages

1.3 Customers

AMP’s target customers include qualified registered patients and consumers who are over the age of 21 in the Fitchburg, Westminster, Ashburnham, Ashby, Townsend, Lunenburg and Leominster areas.

1.4 What Drives Us

AMP’s goals include providing safe and high-grade cannabis and extract products to qualified patients and consumers above the age of 21. AMP also strives to contribute to the local economy and community in which our facilities reside by providing jobs, organizing employee volunteer days and industry specific training classes to prospective employees.

2. COMPANY DESCRIPTION

2.1 Structure

AMP is a Massachusetts domestic for-profit corporation applying for a Certificate of Registration from the Massachusetts Cannabis Control Commission (the “**Commission**”) to operate Marijuana Establishments (“**ME**”); specifically a Tier 2 Marijuana Cultivator, a Marijuana Product Manufacturer, and Marijuana Retailers in the Commonwealth.

AMP will file, in a form and manner specified by the Commission, an application for licensure as a ME consisting of three packets: an Application of Intent packet; a Background Check packet; and a Management and Operations Profile packet (in addition to submission of the required fees).

2.2 Operations

AMP intends to be a vertically integrated Medical Marijuana Treatment Center (“**MMTC**”), as well as a Marijuana Cultivator, Marijuana Product Manufacturer, and Marijuana Retailer in the City of Fitchburg.

AMP’s proposed co-located facility will be located in the City of Fitchburg, where AMP has leased a 50,000 square foot facility.

The facility in Fitchburg is well positioned, and it matches the ideal picture of a community dispensary store. Before taking over the facility, it was used as a cold storage facility for paper products and remains in good condition. The business will be launching with one outlet in Fitchburg, but we have plans to open other outlets in key locations in Massachusetts.

AMP will establish inventory controls and procedures for conducting inventory reviews and comprehensive inventories of marijuana products in the process of cultivation and finished, stored marijuana. AMP will tag and track all marijuana seeds, clones, plants, and marijuana products, using a seed-to-sale methodology in a form and manner to be approved by the Commission.

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

AMP will maintain records, including all records required in any section of 935 CMR 500.000, which will be available for inspection by the Commission, upon request. The records will be maintained in accordance with generally accepted accounting principles. Records will be maintained for at least 12 months.

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

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

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

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

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

AMP and AMP agents will comply with all local rules, regulations, ordinances, and bylaws.

AMP has already received:

1. RMD Priority Applicant Status for its Marijuana Establishment license application;
2. Provisional Certificates of Registration for two (2) RMD applications;
3. Letters of Non-Opposition for its RMD operations;
4. Host Community Agreements for its proposed facilities.

2.3 Security

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

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

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

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

The exterior of the dispensary and surrounding area will be sufficiently lit and foliage will be minimized to ensure clear visibility of the area at all times.

Only AMP's registered agents and other authorized visitors (e.g. contractors, vendors) will be

allowed access to the facility, and a visitor log will be maintained in perpetuity.

All agents and visitors will be required to visibly display an ID badge, and AMP will maintain a current list of individuals with access.

On-site consumption of marijuana by AMP's employees and visitors will be prohibited.

AMP will have a security personnel on-site during business hours.

2.4 Benefits to the Municipality

AMP looks forward to working cooperatively with the City of Fitchburg—which approved Ballot Question 4 in 2016 with 56.7% of the vote—to ensure that AMP operates as a responsible, contributing member of the Fitchburg community. AMP anticipates establishing a mutually beneficial relationship with the City in exchange for permitting AMP to site and operate in Fitchburg. The City stands to benefit in various ways, including but not limited to the following:

- **Jobs**
 - A cultivation, processing and dispensing facility will add 25-35 full-time jobs, in addition to hiring qualified, local contractors and vendors.
- **Monetary Benefits**
 - A Host Community Agreement with significant monetary donations would provide the City with additional financial benefits beyond local property taxes.
- **Access to Quality Product**
 - AMP will allow qualified consumers in the Commonwealth to have access to high quality marijuana and marijuana products that are tested for cannabinoid content and contaminants
- **Control**
 - In addition to the CCC, the Fitchburg Police Department and other municipal departments will have oversight over AMP's security systems and processes.
- **Responsibility**
 - AMP is comprised of experienced cultivators and professionals who will be thoroughly background checked and scrutinized by the Commission.
- **Economic Development**
 - AMP's renovation of the 774 Crawford Street property in Fitchburg will revitalize the area surrounding the Fitchburg airport and contribute to the overall economic development of the local community.

2.5 Facility and Zoning

The existing 774 Crawford Street facility encompasses approximately 50,000 square feet with approximately 23,910 square feet dedicated to cultivation and cultivation support, including approximately 413 square feet for the production of MIPs, approximately 2,752 square feet dedicated to dispensing, and approximately 23,654 square feet dedicated to future expansion.

In accordance with Fitchburg's proposed zoning for Marijuana Establishments and existing zoning for Registered Medical Marijuana Dispensaries and Registered Medical Marijuana Manufacturing Facilities, AMP's proposed Marijuana Establishment is located in the Industrial

Zoning District, as well as the Medical Marijuana Dispensary Overlay District (“**MMDO**”), specifically designated for medical and adult-use MMTCs, Marijuana Retailers, Cultivators, and Product Manufacturers.

In accordance with the City of Fitchburg’s Proposed Zoning bylaw at 181.656(5) and existing bylaw at 181.644(e), the AMP facility is located at least three hundred (300) feet distant of a pre-existing public or private school providing education in kindergarten or any of grades 1 through 12, a vocational school, a public or private college, junior college, university or dormitory, a licensed child care facility, a library, a playground, a public park, a youth center, a public swimming pool, a video arcade facility, any facility in which minors commonly congregate, or any residence, including commercial residences such as hotels, motels, lodging houses, etc.

3. MARKET RESEARCH

3.1 Industry

AMP’s proposed location is located in the City of Fitchburg. Surrounding areas include Westminster, Ashburnham, Ashby, Townsend, Lunenburg and Leominster.

3.2 Customers

While cannabis in Massachusetts is predicted to be a \$450MM market in 2018 rising to as much as \$1.2B by 2021, there are still strict restrictions preventing operators from proliferating in the market. Out of the approximately 100 dispensaries with provisional certificates, only 35 are in operation.

At least 189 of the state’s 351 municipalities have barred recreational marijuana operations. However, once players have established themselves in the space, there will be little room for new entry and low motivation for legislators to change a functioning status quo. This offers excellent potential for those who can effectively bring a solution to market.

3.3 Competitors

AMP’s main competitors include Central Avenue Compassionate Care in Ayer and Natural Selections in Fitchburg.

3.4 Competitive Advantage

AMP’s competitive advantages over their competition include a team of executives who have decades of combined experience thriving in highly competitive retail markets. Additionally, all executives have extensive experience in the sale of high value products sold to both consumers and businesses.

In every business, there is competition; however, the retail cannabis industry is known to be especially competitive. AMP possesses several strengths which will allow us to stand apart from our competition. The industry is rapidly growing, and customers are scrutinizing the quality of cannabis dispensed, the services offered, the location of the dispensary, discounts offered for the

products, and to some extent, the branding of the business.

3.5 Regulations

AMP is applying to become a Marijuana Establishment, consistent with the objectives of St. 2016, c. 334, as amended by St. 2017, c. 55 and 935 CMR 500.000.

AMP will be registered to do business in the Commonwealth as a domestic for-profit corporation in compliance with 935 CMR 500.000 and maintain the corporation in good standing with the Massachusetts Secretary of the Commonwealth and the Department of Revenue.

AMP will apply for all state and local permits and approvals required to renovate and operate the facility.

AMP will also work cooperatively with various municipal departments to ensure that the proposed facility complies with all state and local codes, rules and regulations with respect to design, renovation, operation and security.

AMP's proposed facility will cultivate, produce, extract and dispense high-grade cannabis.

4. PRODUCT / SERVICE

4.1 Product & Service

AMP strives to provide a great customer experience by training staff on communication skills, company culture and best practices for resolving customer service issues. Through this training, a higher quality of customer service will be achieved. Additionally, AMP will offer customers a unique retail experience by using technology to showcase products and a beautifully designed interior retail space.

AMP's cultivation space will utilize energy efficient lighting and HVAC systems in an effort to reduce any environmental impact.

Through the use of a state of the art Apeks Supercritical CO2 extraction system, AMP will have the ability to manufacture a wide range of extract products.

Our core product as a marijuana cultivator will be marijuana in flower form, which will come in a variety of strains and product types. We will also engage in the sale of MIPs.

4.2 Pricing Structure

AMP has a distinct advantage over retailers that are not vertically integrated with a cultivation center. It is AMP's expectation that non-vertically integrated retailers will face product shortages and spiking prices due to increased market demand in the new adult-use market.

5. MARKETING & SALES

5.1 Growth Strategy

AMP's plan to grow the company includes hosting community events, engaging adult-use consumers via social media, creating a unique retail destination, and creating unique products that appeal to an ever-evolving demographic.

5.2 Communication

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

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

AMP will communicate with our customers by www.ampma.org, Facebook, telephone and opt-in email lists.

AMP will also provide a catalogue and a printed list of the prices and strains of marijuana available to consumers and will post the same catalogue and list on its website and in the retail store.

5.3 Sales

AMP will sell its product and service by analyzing market trends and creating products that meet the demands of the ever-changing cannabis market. AMP will further promote its brand by utilizing a proprietary state of the art ecommerce platform currently under development.

AMP will ensure that all marijuana products that are provided for sale to consumers are sold in tamper or child-resistant packaging. Packaging for marijuana products sold or displayed for consumers, including any label or imprint affixed to any packaging containing marijuana products or any exit packages, will not be attractive to minors.

Packaging for marijuana products sold or displayed for consumers in multiple servings shall

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

5.4 Logo

AMP has developed a logo to be used in labeling, signage, and other materials such as letterhead and distributed materials.

The logo is discreet, unassuming, and does not use medical symbols, images of marijuana, related paraphernalia, or colloquial references to cannabis or marijuana. A sample of the logo can be found below:



6. FINANCIAL PROJECTIONS

6.1 Projections for Fitchburg Facility

The 774 Crawford Street facility will be a co-located dispensing, cultivation, and production facility. The cultivation and product manufacturing operations will also supply AMP's additional dispensing facilities (which are not factored into these projections) and will wholesale marijuana and marijuana products to other Marijuana Establishments.

Fiscal Year	FIRST OPERATIONAL YEAR PROJECTIONS 2019	SECOND OPERATIONAL YEAR PROJECTIONS 2020	THIRD OPERATIONAL YEAR PROJECTIONS 2021
Projected Revenue	\$ 11,400,000	\$ 19,880,000	\$ 21,000,000
Projected Expenses	\$ 7,000,000	\$ 1,850,000	\$ 2,000,000
VARIANCE:	\$ 4,400,000	\$ 18,030,000	\$ 19,000,000
Number of unique customers for the year	1,000	1,100	1,265
Number of customer visits for the year	16,000	26,400	30,360
Projected % of customer growth rate annually	---	10%	15%
Estimated purchased ounces per visit	.5	.5	.5
Estimated cost per ounce (retail)	\$ 350.00	\$ 325.00	\$ 300.00
Estimated cost per ounce (wholesale)	\$ 250.00	\$ 225.00	\$ 200.00
Total FTEs in staffing	25	35	35
Total marijuana inventory for the year (in lbs.)	2442	3650	3750
Total marijuana sold for the year (in lbs.)	2300	3550	3600
Total marijuana left for roll over (in lbs.)	142	100	150

7. TEAM

7.1 General

AMP has put together a team to implement the operations of the Marijuana Establishment. AMP's board of director's have decades of experience in running successful businesses in the Commonwealth.

AMP intends to create 25-35 full-time staff positions within the first three years of operations in Fitchburg.

No individual on the AMP team is a controlling person over more than three licenses in a particular class of license.

7.2 CEO / COO / CFO

Stephen Perkins is a Founder and the Chief Executive Officer (CEO) of Atlantic Medicinal Partners, Inc. Stephen is also the Founder and Chief Operating Officer (COO) of Big Time Wrestling ("BTW"), a sports promotion firm that produces wrestling events. As COO of BTW, Stephen supervises over 100 independent contractors who work to ensure that each wrestling match, whether for profit or a non-profit fundraiser, is properly promoted and conducted so that both the athletes and fans enjoy a safe and entertaining event. Stephen is also responsible for ensuring that BTW is properly bonded, insured, and fully compliant with the laws and regulations of any licensing commission.

The Chief Operating Officer (COO) of AMP is Jeff Perkins, an accomplished software developer who has extensive experience in developing database products that track high value products in real time. Additionally, through his skills developed as a licensed real estate agent in Massachusetts, Jeff has been able to locate properties for AMP's operations that have a positive impact on surrounding neighbors and the community.

The Chief Financial Officer (CFO) of AMP, Frank Cieri will leverage his expertise with cutting-edge technology to help AMP establish and operate its sophisticated inventory management system that will tag and track every seed, plant, and product, and report their status in a CCC approved POS system. Additionally, Frank will arrange financing, negotiate leases, and oversee manufacturing costs and sales, as well as the financial health of AMP.

7.3 Head of Security & Head of Cultivation

Head of Cultivation: The Head of Cultivation is responsible for all daily operations and maintenance of the Cultivation Facility. The Head of Cultivation will:

- Be responsible for implementing policies with the Cultivation Facility.
- Coordinate space assignments.
- Receive and review work requests.
- Coordinate repairs and maintenance.
- Responsible for supervision and training of agents.

- Provide mandatory training for new agents.
- Maintain a record of space allocations.
- Work with Greenhouse Technician to promote successful operations in the Cultivation Facility.
- Program and monitor Environmental Control System (DDC).
- Maintain a database of environmental controls and conditions.
- Adjust DDC for optimum efficiency of operation.
- Provide pesticide recommendations and ensure Integrated Pest Management (IPM) Program is sufficient.

Head of Security: Under the supervision of the Chief Executive Officer, the Head of Security is responsible for the development and overall management of the Security Policies and Procedures for AMP, implementing, administering, and revising the policies as needed. In addition, the Head of Security will perform the following duties:

- Provide general training to AMP agents during new hire orientation or re-current trainings throughout the year;
- Provide training specific for Security Agents prior to the Security Agent commencing job functions;
- Review and approve incident reports and other reports written by Security Agents prior to submitting to the executive management team – follow up with security agent if needed;
- Maintain lists of agents authorized to access designated areas of the AMP facility, including cash and product storage vaults, surveillance and network equipment room, and other highly sensitive areas of the AMP facility;
- Lead a working group comprised of the Chief Executive Officer, Chief Operating Officer, Head of Security, Head of Cultivation, and any other designated advisors to ensure the current policies and procedures are properly implemented, integrated, effective, and relevant to ensure the safety of AMP agents and assets;
- Ensure that all required background checks have been completed and documented prior to an agent performing job functions; ensure agent is granted appropriate level of access to the facility necessary to complete his/her job functions;
- Maintain all security related records, incident reports and other reports written by security agents;
- Evaluate and determine the number of security agents assigned to each shift and proper shift change times; and
- Maintain frequent contact with the Fitchburg Police and Fire Department.



PLAN FOR OBTAINING LIABILITY INSURANCE

Atlantic Medicinal Partners, Inc. (“AMP”) plans to contract with an insurance provider to maintain general liability insurance coverage for no less than \$1,000,000 per occurrence and \$2,000,000 in aggregate annually and product liability coverage for no less than \$1,000,000 per occurrence & \$2,000,000 in aggregate annually. The policy deductible will be no higher than \$5,000 per occurrence. AMP will consider additional coverage based on availability & cost-benefit analysis. If adequate coverage is unavailable at a reasonable rate, AMP will place in escrow at least \$250,000 to be expended for liabilities coverage. Any withdrawal from such escrow replenished within 10 business days. AMP will keep reports documenting compliance with 935 CMR 500.105(10).

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, Jeffrey Perkins, (*insert name*) certify as an authorized representative of Atlantic Medicinal Partners, Inc. (*insert name of applicant*) that the applicant has executed a host community agreement with the City of Salem (*insert name of host community*) pursuant to G.L.c. 94G § 3(d) on December 20th, 2018 (*insert date*).


Signature of Authorized Representative of Applicant

Host Community

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


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, Jeffrey Perkins, *(insert name)* attest as an authorized representative of Atlantic Medicinal Partners, Inc. *(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 January 10th, 2019 at 5 P.M. *(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 January 3rd, 2019 *(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 December 28th, 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 December 28th, 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.

**COMMONWEALTH OF MASSACHUSETTS
LAND COURT
DEPARTMENT OF THE TRIAL COURT
COMPLAINT TO FORECLOSE TAX LIEN**

NO. 11TL143039

[SEAL]

TO ALL WHOM IT MAY CONCERN, and to

Louise M. Burke, also known as Louise Mary Burke, deceased, formerly of Salem, Essex County, and said Commonwealth; Unifund CCR, Assignee of Discover, duly existing and located in Cincinnati in the State of Ohio, in care of R. Mark Seitsinger, Esquire, now or formerly of Weymouth, Norfolk County, and said Commonwealth; or their heirs, devisees, legal representatives, successors and assigns;

Whereas, a complaint has been presented to said Court by the City of Salem, in the County of Essex and said Commonwealth; to foreclose all rights of redemption from the tax lien proceeding described in said complaint in and concerning a certain parcel of land situate in the said Salem, in the County of Essex, and in said Commonwealth, bounded and described in said complaint as follows:

Property: Land and Build 4967.00 SF (more or less)

Location: 2 Berube Road

Assessors: 15-0142

Registry: 4639-/31

Recorded at: Essex County Registry of Deeds

If you desire to make any objection or defense to said complaint you or your attorney must file a written appearance and an answer, under oath, setting forth clearly and specifically your objections or defense to each part of said complaint, in the office of the Recorder of said Court in Boston (at the Courthouse located on Three Pemberton Square, Room 507 in Boston, MA 02108), on or before the eighteenth day of February in the year two thousand and nineteen.

Unless an appearance is so filed by or for you, your default will be recorded, the said complaint will be taken as confessed and you will be forever barred from contesting said complaint or any judgment entered thereon.

And in addition to the usual service of this notice as required by law, it is ordered that the foregoing citation be published forthwith once in The Salem News a newspaper published in said Beverly.

Witness, GORDON H. PIPER, Esquire, Chief Justice of said Court, this twenty-sixth day of December in the year two thousand and eighteen.

Attest with Seal of said Court.

Deborah J. Patterson

Recorder

Plaintiffs Attorney: Scott M. Grover, Esq., Tinti, Quinn, Grover & Frey, P.C., 27 Congress St., Suite 414, Salem, MA 01970 Tel: (978) 745-8065
SN - 1/3/19

MORTGAGEE'S NOTICE OF SALE OF REAL ESTATE

By virtue and in execution of the Power of Sale contained in a certain Mortgage given by Joseph Douglas and Cynthia Douglas to Mortgage Electronic Registration Systems, Inc., as nominee for IndyMac Bank, F.S.B., its successors and assigns, dated October 22, 2007 and recorded with the Essex County (Southern District) Registry of Deeds at Book 27278, Page 385 as affected by a Loan Modification recorded on January 22, 2016 in Said Registry of Deeds at Book 34670, Page 551 as affected by a Loan Modification recorded on November 2, 2016 in Said Registry of Deeds at Book 35410, Page 205, subsequently assigned to OneWest Bank, FSB by Mortgage Electronic Registration Systems, Inc. by assignment recorded in said Essex County (Southern District) Registry of Deeds at Book 30096, Page 539, subsequently assigned to OneWest Bank, FSB by Mortgage Electronic Registration Systems, Inc., solely as nominee for IndyMac Bank, F.S.B., a federally chartered savings bank by assignment recorded in said Essex County (Southern District) Registry of Deeds at Book 32605, Page 152, subsequently assigned to Ocwen Loan Servicing, LLC by OneWest Bank, FSB by assignment recorded in said Essex County (Southern District) Registry of Deeds at Book 34670, Page 560, subsequently assigned to Federal National Mortgage Association by Ocwen Loan Servicing, LLC by assignment recorded in said Essex County (Southern District) Registry of Deeds at Book 35090, Page 556, subsequently assigned to MTGLQ Investors, L.P. by Federal National Mortgage Association by assignment

ATTACHMENT A

Notice is hereby given that a Community Outreach Meeting for a proposed Marijuana Establishment is scheduled for January 10th, 2019 at 5 P.M. at Salem Waterfront Hotel & Suite located at 225 Derby St, Salem, MA 01970. The proposed marijuana retailer is anticipated to be located at 297 Highland Ave, Salem, MA 01970. There will be an opportunity for the public to ask questions.
SN - 1/3/19

The Salem Contributory Retirement Board ("Board") is seeking qualified applicants for the Fifth Member of the Board, to be chosen by the other four board members, for a three-year term commencing on March 24, 2019. The five-member Board acts as fiduciaries of the Salem Contributory Retirement System and performs their duties solely in the interest of its members and beneficiaries. The Board oversees the administration of its approximately 1,800 active, retired and inactive members and approximately \$180 million in pension assets. The Board members are paid an annual stipend of \$3,000.00. The Board holds regular meetings one day a month, which typically last from 1-2 hours and are held at the Board office in Salem, MA.

SN - 1/3, 1/26/19

**CITY OF SALEM
LICENSING BOARD**

Notice is hereby given that The Derby Restaurant, LLC d/b/a The Derby, 189 Washington Street is applying for a Transfer of an Annual All Alcohol License granted through Home Rule Petition, a Pledge of License and a Management/Operating Agreement. The premise consists of 7,500 sq. ft. which includes a bar area, kitchen, 2 customer bathrooms and an employee bathroom, storage area, an office, five exits, and outdoor seating along Washington St.

Application will go before the Licensing Board on Monday, January 14, 2019 at 6:00 p.m. in the first-floor conference room City Hall Annex, 98 Washington St.

Notice is given in accordance with Mass General Laws Chapter 138, Sec. 15A.

Robert St. Pierre
Chairman

SN - 1/3/19

The Salem News

City of Salem

ATTACHMENT B

Notice is hereby given that a Community Outreach Meeting for a proposed Marijuana Establishment is scheduled for January 10th, 2019 at 5 P.M. at Salem Waterfront Hotel & Suite located at 225 Derby St, Salem, MA 01970. The proposed marijuana retailer is anticipated to be located at 297 Highland Ave, Salem, MA 01970. There will be an opportunity for the public to ask questions.

2018 DEC 28 AM 11:27
Salem, MA
CLERK
Salem, MA

Notice is hereby given that a Community Outreach Meeting for a proposed Marijuana Establishment is scheduled for January 10th, 2019 at 5 P.M. at Salem Waterfront Hotel & Suite located at 225 Derby St, Salem, MA 01970. The proposed marijuana retailer is anticipated to be located at 297 Highland Ave, Salem, MA 01970. There will be an opportunity for the public to ask questions.



PLAN TO REMAIN COMPLIANT WITH LOCAL ZONING

Atlantic Medicinal Partners, Inc. (“AMP”) will remain compliant at all times with the local zoning requirements set forth in Salem’s Zoning Ordinance. AMP has received a Special Permit pursuant to § 6.10 of the Salem Zoning Ordinance, and will remain compliant with all general and special conditions therein.

AMP’s proposed retailer facility is located in the “B-2” Business Highway District and the Entrance Corridor Overlay District (“ECOD”) of Salem. In accordance with Salem’s Zoning Ordinance, Salem allows for the siting of marijuana establishments pursuant to issuance of a special permit, which memorializes the Zoning Board of Appeals’ determination that the adverse effects of the proposed marijuana establishment will not outweigh its beneficial impacts to Salem or the particular neighborhood. As stated, AMP already received the special permit required by the Zoning Ordinance.

Pursuant to § 8.7 of the Zoning Ordinance, because AMP’s facility does not involve new construction over two thousand (2,000) square feet, AMP’s site plan does not need to be reviewed and approved by the Salem Planning Board. In accordance with Salem’s Zoning Ordinance and G.L. c. 94G, §5(b)(3), AMP’s proposed facility is not located within five hundred (500) feet of a pre-existing public or private school providing education in kindergarten or any of grades 1 through 12, or within five hundred (500) feet of houses of worship and funeral homes, or within one thousand (1,000) feet from institutions of higher education, colleges or universities. Moreover, AMP’s proposed facility does not abut any residential uses or neighborhoods.

In addition to the findings for a special permit in § 9.4 of the Zoning Ordinance, the Salem Zoning Board of Appeals has also made the following special permit findings: 1) that AMP has demonstrated that its facility will meet all of the permitting requirements of all applicable agencies within the Commonwealth and will be in compliance with all applicable state laws and regulations, including, but not limited to G.L. c. 94G, § 12; 2) AMP has satisfied all of the conditions and requirements of § 6.10 and other applicable sections of the Zoning Ordinance and any applicable city ordinances; and 3) the AMP facility provides adequate security measures to ensure that there are not direct threats to the health or safety of employees, staff, or members of the public and that the storage and location of cultivation is adequately secured.

AMP will apply for any other local permits that may be required to operate a marijuana establishment at the proposed location. AMP will comply with all conditions and standards set

forth in any local permit required to operate a marijuana establishment at AMP's proposed location.

AMP has already attended several meetings with various municipal officials and boards to discuss AMP's plans for a proposed marijuana establishment and intends to execute a Host Community Agreement with Salem. AMP will continue to work cooperatively with various municipal departments, boards, and officials to ensure that AMP's marijuana establishment remains compliant with all local laws, regulations, rules, and codes with respect to design, construction, operation, and security. AMP's security protocols were approved by letter of Salem Police Chief Mary Butler dated June 1, 2018.

AMP held a properly noticed Community Outreach Meeting as required by 935 CMR 500.101 on May 2, 2018 at the Knights of Columbus in Salem.

AMP has also retained the law firm of Foley Hoag LLP to assist with ongoing compliance with local zoning and regulatory requirements.



The Commonwealth of Massachusetts
William Francis Galvin

Minimum Fee: \$35.00

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

Articles of Organization

(General Laws, Chapter 180)

Identification Number: 001266330

ARTICLE I

The exact name of the corporation is:

ATLANTIC MEDICINAL PARTNERS, INC.

ARTICLE II

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

THE CORPORATION IS ORGANIZED AND AT ALL TIMES SHALL BE OPERATED EXCLUSIVELY FOR CHARITABLE, SCIENTIFIC, CIVIC, RELIGIOUS, LITERARY, OR EDUCATIONAL PURPOSES PURSUANT TO MGL CHAPTER 180 § 4.

ARTICLE III

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

MAY BE SET FORTH IN THE BY-LAWS.

ARTICLE IV

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

(If there are no provisions state "NONE")

THE CORPORATION IS ORGANIZED SOLELY FOR THE FURTHERANCE OF ITS NONPROFIT PURPOSES. THE NET EARNINGS OF THE NONPROFIT SHALL NOT INURE TO THE BENEFIT OF ITS MEMBERS, DIRECTORS, OFFICERS, OR OTHER PRIVATE PERSON OR BE DISTRIBUTABLE TO HERETO; HOWEVER, REASONABLE COMPENSATION MAY BE PAID, AT THE AUTHORITY OF THE CORPORATION, FOR SERVICES RENDERED AND PAYMENTS AND DISTRIBUTIONS MAY BE EXECUTED IN FURTHERANCE OF THE NONPROFIT PURPOSES OF THE CORPORATION. IN ACCORDANCE WITH THE STATUTES OF THE COMMONWEALTH OF MASSACHUSETTS, THE BOARD OF DIRECTORS SHALL DISPOSE OF ALL THE ASSETS OF THE CORPORATION EXCLUSIVELY FOR THE PURPOSE OF THE CORPORATION, AFTER PAYING OR MAKING PROVISIONS FOR THE PAYMENT OF ALL OF THE LIABILITIES OF THE CORPORATION, IN THE EVENT OF THE DISSOLUTION OF THE CORPORATION. THE CORPORATION'S OFFICERS AND DIRECTORS SHALL NOT BE PERSONALLY LIABLE TO THE CORPORATION FOR MONETARY DAMAGES FOR A BREACH OF FIDUCIARY DUTY, OR ARISING THEREOF, AS AN OFFICER OR DIRECTOR

R NOTWITHSTANDING ANY PROVISION OF LAW IMPOSING SUCH LIABILITY. HOWEVER, T
O THE EXTENT THAT APPLICABLE LAW IMPOSES LIABILITY, THE FOREGOING SHALL NOT E
LIMINATE OR LIMIT THE LIABILITY OF AN OFFICER OR DIRECTOR (I) FOR A BREACH OF TH
E OFFICER’S OR DIRECTOR’S DUTY OF LOYALTY TO THE CORPORATION OR ITS MEMBERS,
(II) FOR ACTS OR OMISSIONS NOT IN GOOD FAITH OR WHICH INVOLVE INTENTIONAL MIS
CONDUCT OR A KNOWING VIOLATION OF THE LAW, OR (III) FOR ANY TRANSACTION FRO
M WHICH THE OFFICER OR DIRECTOR DERIVED AN IMPROPER PERSONAL BENEFIT. TO THE
EXTENT LEGALLY PERMISSIBLE, THE CORPORATION SHALL INDEMNIFY EACH PERSON WH
O MAY SERVE OR WHO HAS SERVED – AT ANY TIME – AS AN OFFICER OR DIRECTOR OF TH
E CORPORATION AGAINST ALL EXPENSES AND LIABILITIES WITHOUT LIMITATION, WHICH
SHALL INCLUDE, INTER ALIA, COUNSEL FEES, JUDGMENTS, FINES, EXCISE TAXES, PENALTI
ES AND SETTLEMENT PAYMENTS, REASONABLY INCURRED BY OR IMPOSED UPON SUCH P
ERSON IN CONNECTION WITH ANY THREATENED, PENDING OR COMPLETED ACTION, SUIT
OR PROCEEDING IN WHICH HE OR SHE MAY BECOME INVOLVED BY REASON OF HIS OR HE
R SERVICE IN SUCH CAPACITY. HOWEVER, NO INDEMNIFICATION WILL BE PROVIDED FOR
ANY SUCH PERSON WITH RESPECT TO ANY MATTER IN WHICH THE INDIVIDUAL SHALL HA
VE BEEN FINALLY ADJUDICATED TO HAVE NOT ACTED IN GOOD FAITH WITH THE REASON
ABLE BELIEF THAT SUCH ACTION WAS IN THE BEST INTERESTS OF THE CORPORATION IN
ANY PROCEEDING. FURTHER, A MAJORITY VOTE OF A QUORUM OF DIRECTORS WHO ARE
NOT AT THAT TIME PARTIES TO THE PROCEEDING SHALL APPROVE ANY COMPROMISE OR
SETTLEMENT PAYMENT THERETO. THE INDEMNIFICATION HEREUNDER PROVIDED WILL IN
URE TO THE BENEFIT OF THE HEIRS, EXECUTORS, AND ADMINISTRATORS OR OTHER INDIV
IDUALS ENTITLED TO INDEMNIFICATION. UNDER THE AUTHORITY OF THIS ARTICLE, THE R
IGHT OF INDEMNIFICATION SHALL BE IN ADDITION TO – NOT EXCLUSIVE OF – ALL OTHER
RIGHTS TO WHICH ANY INDIVIDUAL MAY BE ENTITLED. AS BETWEEN THE CORPORATION
AND ITS INDEMNIFIED OFFICERS AND DIRECTORS, THIS ARTICLE CONSTITUTES A CONTR
ACT. AMENDMENTS TO OR REPEALS OF THE PROVISIONS OF THIS ARTICLE THAT ADVERSE
LY AFFECT THE RIGHTS OF AN INDEMNIFIED OFFICER OR DIRECTOR SHALL NOT APPLY T
O ANY SUCH OFFICER OR DIRECTOR WITH RESPECT TO THOSE ACTS OR OMISSIONS THAT
OCCURRED AT ANY TIME PRIOR TO SUCH AMENDMENT OR REPEAL.

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

ARTICLE V

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

ARTICLE VI

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

ARTICLE VII

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

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

No. and Street: 1400 HANCOCK STREET
3RD FLOOR
City or Town: QUINCY State: MA Zip: 02169 Country: USA

b. The name, residential street address and post office address of each director and officer of the

corporation is as follows:

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code	Expiration of Term
PRESIDENT	STEPHEN PERKINS	49 TIMBERCREEK ROAD BILLERICA, MA 01821 USA 49 TIMBERCREEK ROAD BILLERICA, MA 01821 USA	Until successors are duly elected and qualified
TREASURER	FRANK CIERI	58 OLD VILLAGE LANE NORTH ANDOVER, MA 01845 USA 58 OLD VILLAGE LANE NORTH ANDOVER, MA 01845 USA	Until successors are duly elected and qualified
CLERK	JEFFREY PERKINS	16 NICHOLS STREET, #1 SALEM, MA 01970 USA 16 NICHOLS STREET, #1 SALEM, MA 01970 USA	Until successors are duly elected and qualified
DIRECTOR	STEPHEN PERKINS	49 TIMBERCREEK ROAD BILLERICA, MA 01821 USA 49 TIMBERCREEK ROAD BILLERICA, MA 01821 USA	Until successors are duly elected and qualified
DIRECTOR	JEFFREY PERKINS	16 NICHOLS STREET, #1 SALEM, MA 01970 USA 16 NICHOLS STREET, #1 SALEM, MA 01970 USA	Until successors are duly elected and qualified
DIRECTOR	FRANK CIERI	58 OLD VILLAGE LANE NORTH ANDOVER, MA 01845 USA 58 OLD VILLAGE LANE NORTH ANDOVER, MA 01845 USA	Until successors are duly elected and qualified

c. The fiscal year (i.e., tax year) of the business entity shall end on the last day of the month of:
December

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

Name: VALERIO ROMANO
No. and Street: 1400 HANCOCK STREET
3RD FLOOR
City or Town: QUINCY State: MA Zip: 02169 Country: USA

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

IN WITNESS WHEREOF AND UNDER THE PAINS AND PENALTIES OF PERJURY, I/we, whose signature(s) appear below as incorporator(s) and whose name(s) and business or residential address (es) beneath each signature do hereby associate with the intention of forming this business entity under the provisions of General Law, Chapter 180 and do hereby sign these Articles of Organization as incorporator(s) this 24 Day of March, 2017. (If an existing corporation is acting as incorporator, type in the exact name of the business entity, the state or other jurisdiction where it was incorporated, the name of the person signing on behalf of said business entity and the title he/she holds or other authority by which such action is taken.)

VICENTE SEDERBERG, LLC 1400 HANCOCK STREET, 3RD FLOOR QUINCY, MA 02169 DAVID
M. ULLIAN, ESQ. - ATTORNEY FOR ATLANTIC MEDICINAL PARTNERS, INC.

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:

March 24, 2017 03:17 PM

A handwritten signature in black ink, reading "William Francis Galvin". The signature is written in a cursive style with a large, stylized "G" at the end.

WILLIAM FRANCIS GALVIN

Secretary of the Commonwealth

AMENDED BY-LAWS OF ATLANTIC MEDICINAL PARTNERS, INC.
A MASSACHUSETTS NON-PROFIT CORPORATION

ARTICLE I: GENERAL

Section 1. Name and Purposes. The name of the Corporation is Atlantic Medicinal Partners, Inc. (the “**Corporation**”). The purpose of the Corporation shall be as set forth in the Corporation’s Articles of Organization as adopted and filed with the Office of the Secretary of State of the Commonwealth of Massachusetts (as now in effect or as hereafter amended or restated from time to time, the “**Articles of Organization**”) pursuant to Chapter 180 of the Massachusetts General Laws, as now in effect and as hereafter amended, or the corresponding provision(s) of any future Massachusetts General Law (“**Chapter 180**”).

Section 2. Articles of Organization. These Bylaws (these “**Bylaws**”), the powers of the Corporation, its Members and its Board of Directors, and all matters concerning the conduct and regulation of the business of the Corporation shall be subject to the provisions in regard thereto that may be set forth in the Articles of Organization. In the event of any conflict or inconsistency between the Articles of Organization and these Bylaws, the Articles of Organization shall control.

Section 3. Corporate Seal. The Board of Directors may adopt and alter the seal of the Corporation. The seal of the Corporation, if any, shall, subject to alteration by the Board of Directors, bear its name, the word “Massachusetts” and the year of its incorporation.

Section 4. Fiscal Year. The fiscal year of the Corporation shall commence on January 1, and end on December 31 of each year, unless otherwise determined by the Board of Directors.

Section 5. Location of Offices of Corporation. The principal office of the Corporation shall be 329 Washington Street, Woburn Massachusetts 01801. The Board of Directors may approve a change of the location of the principal office in the Commonwealth of Massachusetts effective upon the filing of a certificate indicating the new location with the Office of the Secretary of State of the Commonwealth of Massachusetts. The Corporation may establish and maintain offices in such other locations, within and outside of the Commonwealth of Massachusetts, as the Board of Directors may determine.

ARTICLE II: MEMBERS

Section 1. Identity of Initial Members. The initial members of the Corporation shall be Stephen Perkins, a resident of Billerica, Massachusetts, and Jeffrey Perkins, a resident of Salem, Massachusetts (hereinafter referred to herein as the “**Original Members**”). In the event that one of the Original Members dies or becomes incapacitated, the other surviving Original Member shall become the sole Member of the Corporation. In the event that both of the Original Members die or become incapacitated, and, at that time, there are no other Members (as defined below), the legal representative of the estate of the last surviving Original Member shall be vested with exclusive authority to appoint a substitute Member, subject to such terms and conditions, including

terms and conditions with respect to voting rights, as such legal representative may determine to be appropriate at the time of such appointment.

Section 2. Additional and Substitute Members. The Original Members may increase the number of members of the Corporation and may appoint additional members and substitute members on such terms and conditions, including terms and conditions related to voting rights, as the Original Members may from time to time determine (“**Additional Members**”). Rights conferred upon an Additional Member by the Original Members, including voting rights, need not be uniform for all Additional Members. As used in these Bylaws, the term “Members” shall refer only to the Original Members (including any substitute Member described in Section 1 of this Article), unless and until the Original Members act to designate one or more Additional Members as specified in these Bylaws, at which time the term “Members” shall refer to the Original Member and the Additional Members collectively.

Section 3. Tenure. Unless a different term is designated at the time an Additional Member is admitted by the Original Member, for so long as a Member continues to comply with the qualifications, rules and regulations applicable to Membership as shall be established from time to time by the Members, each such Member shall continue to be a Member in good standing until such Member dies, resigns, withdraws, dissolves, becomes incapacitated or disqualified.

Section 4. Resignation. Any Member may resign by delivering a written resignation to the President or Clerk of the Corporation, to the Board of Directors, or to the principal office of the Corporation. Such resignation shall be effective upon receipt (unless specified to be effective at another time), and acceptance thereof shall not be necessary to make it effective; *provided, however*, that the non-resigning Members may act to accept such resignation immediately or at any other time sooner than the time specified by such resigning Member in his, her, or its resignation.

Section 5. Annual Meeting. The annual meeting of the Members shall be held on such day and at such hour as may be named in the notice of such meeting designated by the Members. In the event that the annual meeting is not held on such date, a special meeting in lieu thereof may be held with all of the force and effect of an annual meeting.

Section 6. Special Meetings. Special meetings of the Members may be called by any Member, the President or by a majority of the Directors, and shall be noticed by the Clerk, or in the case of the death, absence, incapacity or refusal of the Clerk, by any other officer.

Section 7. Notice. A written notice of the date, place, and hour of all meetings stating the purposes of the meeting shall be given by the Clerk (or by any other officer) at least seven calendar (7) days before the meeting to the Members. The Members may waive notice either before or after a meeting.

Section 8. Action by Written Consent. Any action required or permitted to be taken at any meeting of the Members may be taken without a meeting and without notice if the Members consent to the action in writing and the written consent is filed with the records of the meetings of the Members. Such consent shall be treated for all purposes as a vote at a meeting.

Section 9. Powers of the Members. In addition to and without limiting the powers, rights and privileges the Members shall have that are afforded to “members” of a Corporation organized under Chapter 180, the Articles of Organization, these Bylaws and other applicable law, the actions and powers of the Corporation listed below shall be reserved exclusively to the Members:

- (a) Amend or amend and restate the Articles of Organization;
- (b) Adopt, amend, or repeal these Bylaws;
- (c) Appointment, removal, or suspension of any Director of the Corporation;
- (d) Change in the number of members of the Board of Directors of the Corporation;
- (e) Approval of any sale or other disposition of all, or substantially all, of the assets or operations of the Corporation;
- (f) Approval of any merger or consolidation of the Corporation;
- (g) Approval of any plan of dissolution of the Corporation, or other action related to dissolution or liquidation of the Corporation;
- (h) Appointment, suspension, or removal of a Member of the Corporation; and
- (i) Authorize the Corporation to enter into any agreement to do any of the foregoing.

ARTICLE III: DIRECTORS

Section 1. Enumeration; Qualifications. The Corporation shall have a Board of Directors that shall serve as the governing body of the Corporation and shall have all the powers and duties of a board of directors under Massachusetts law, subject to Section 9 of Article II and Section 6 of this Article. The Board of Directors shall consist of such number of Directors as shall be determined initially by the incorporator, and thereafter by the Members (but not less than the minimum number required by law). Directors shall possess such qualifications as may be determined by the Members.

Section 2. Election of Directors; Term of Office. Directors shall be elected by the Members at an annual meeting of the Members or at any special meeting held in lieu thereof by the affirmative majority vote of the Members or by written consent of the Members. Subject to other provisions of these Bylaws, unless the Members specify a different term at the time of election or appointment, each Director shall, subject to these Bylaws, serve until the next annual meeting of the Member, or special meeting held in lieu thereof, and until his or her successor is duly elected and qualified, or until he or she sooner dies, becomes incapacitated, resigns, is removed or becomes disqualified.

Section 3. Vacancies. Any vacancy at any time existing in the Board of Directors (including any newly created seats on the Board) may be filled by the Members at any meeting of the Members or by written consent of the Member. Unless the Members specify a different term at the time of election or appointment, each successor Director shall hold office for the remainder of his or her

predecessor's unexpired term and until his or her successor is duly elected and qualified, or in each case until he or she sooner dies, resigns, is removed or becomes disqualified.

Section 4. Resignation. Any Director may resign by delivering his or her written resignation to the Corporation at its principal office, to any meeting of the Board of Directors, or to the President or Clerk of the Corporation. Such resignation shall be effective upon receipt (unless it is specified to be effective at some other time or upon the happening of some other event) and acceptance thereof shall not be necessary to make it effective unless it so states; *provided, however*, that the Board of Directors may act to accept such resignation immediately or at any other time sooner than the time specified by such resigning Director in his or her resignation.

Section 5. Removal. A Director may be removed from office, with or without cause, by the affirmative majority vote of the Members. A Director may be removed for cause only after reasonable notice and opportunity to be heard prior to action thereon.

Section 6. Powers. The Board of Directors shall manage, control and be responsible for oversight of the affairs and property of the Corporation, and at all times may exercise on behalf of the Corporation all lawful powers, rights and privileges of the Corporation under Chapter 180 and any other applicable law, except those powers reserved to the Members by law, the Articles of Organization, or these Bylaws. The Board of Directors, in its discretion, may from time to time establish committees, appoint individuals to serve as members of any such committee, define or limit the powers and duties of any such committee, and thereafter may disband the same. The Board of Directors may delegate its powers, or a portion thereof, to committees that either consist solely of Directors or give voting power only to Directors on any such committee, except that the Board of Directors may not delegate the powers specified in Section 55 of Chapter 156B of the Massachusetts General Laws or other actions under Massachusetts law that require action by the Board of Directors including, without limitation, the Board may not delegate the power to:

- (a) Change the location of the principal office of the Corporation;
- (b) Adopt, amend or repeal these Bylaws;
- (c) Change the number of Directors;
- (d) Appoint, elect, suspend or remove Directors or officers;
- (e) Amend or amend and restate the Articles of Organization;
- (f) Authorize any sale, lease, exchange or other disposition of all or substantially all of the assets of the Corporation;
- (g) Authorize any merger or consolidation of the Corporation; or
- (h) Authorize the dissolution of the Corporation.

Subject to these Bylaws and applicable law, the Board of Directors may authorize officers, attorneys or agents of the Corporation to act on its behalf subject to such limitations as the Board of Directors determines.

Section 7. Compensation of Directors. Directors as such shall not receive any salaries for their services on the Board of Directors, but Directors shall not be precluded from serving the Corporation in any other capacity and receiving reasonable compensation for any such services. The Corporation may reimburse Directors for reasonable expenses incurred in the performance of their duties to the Corporation as approved by the Board of Directors. A Director, solely because of being a member of the Board of Directors, shall not be precluded from serving the Corporation in any other capacity and receiving reasonable compensation for any such other service.

ARTICLE IV: MEETINGS OF THE BOARD OF DIRECTORS

Section 1. Place. Meetings of the Board of Directors shall be held at such place within or outside of Massachusetts as may be determined by the Board and identified in the notice of any such meeting.

Section 2. Regular and Special Meetings. Regular meetings of the Board of Directors may be held at such hour as may be determined by the Board and identified in the notice of such meeting. Special meetings of the Board may be called by the Members, the President or by a majority of the Directors, and shall be noticed by the President or the Clerk, or in the case of the death, absence, incapacity or refusal of the President or the Clerk, by a Members or any other officer.

Section 3. Notice. Unless otherwise required by law, the Articles of Organization, or these Bylaws, notice of each meeting of the Board of Directors shall be given, not later than two (2) business days before the meeting is scheduled to commence, by the President or the Clerk (or the Members or other officer as set forth in Section 1 above) and each such notice shall state the place, date and time of the meeting. Notice of each meeting may be delivered to a Director by hand or given to a Director orally (either by telephone or in person) or mailed, sent by electronic mail or sent by facsimile transmission to a Director at his residence or usual place of business. If mailed, the notice shall be deemed given when deposited in the United States mail, postage prepaid; if sent by electronic mail, the notice shall be deemed given when directed to an electronic mail address at which the Director has consented to receive notice; and if sent by facsimile transmission, the notice shall be deemed given when transmitted with transmission confirmed. Notice of any meeting need not be given to any Director who shall submit, either before or after the time stated therein, a signed waiver of notice or who shall attend the meeting, other than for the express purpose of objecting at the beginning thereof to the transaction of any business because the meeting is not lawfully called or convened. Notice of an adjourned meeting, including the place, date and time of the new meeting, shall be given to all Directors not present at the time of the adjournment, and also to the other Directors unless the place, date and time of the new meeting are announced at the meeting at the time at which the adjournment is taken.

Section 4. Quorum; Action at Meetings; Proxy Voting Not Permitted. Except as otherwise provided by law, the Articles of Organization or these Bylaws, at all meetings of the Board of Directors, a majority of the total number of Directors then in office shall constitute a quorum for the transaction of business, and the vote of a majority of the Directors present and voting at a meeting when a quorum is present shall be the act of the Board. A majority of the Directors present, whether or not a quorum is present, may adjourn any meeting to another time, date and

place. Each Director shall be entitled to one (1) vote on any matter that comes before the Board of Directors. There shall be no voting by proxy.

Section 5. Action by Written Consent. Any action required or permitted to be taken at any meeting of the Directors may be taken without a meeting and without notice if a majority of all of the Directors consent to the action in writing and the written consents are filed with the records of the meetings of the Directors. Such consents shall be treated for all purposes as a vote at a meeting.

Section 6. Presence through Communications Equipment. Unless otherwise provided by law or the Articles of Organization, members of the Board of Directors or any committee thereof may participate in a meeting by means of a conference telephone or similar communications equipment so that all persons participating in the meeting can hear each other at the same time and participation by such means shall constitute presence in person at the meeting.

ARTICLE V: OFFICERS AND AGENTS

Section 1. Enumeration. The officers of the Corporation shall be a President, a Treasurer, a Clerk, and such other officers, if any, as the Board of Directors may from time to time determine. The Corporation may also have such agents, if any, as the Board of Directors may appoint from time to time and each shall have such powers as may be designated from time to time by the Board of Directors. There shall also be a Chief Operating Officer of the Corporation and as such shall have charge of the operations of the Corporation, subject to the supervision of the Board of Directors.

Section 2. Term of Office. Subject to other provisions of these Bylaws, unless the Board of Directors indicate a different term at the time of election or appointment, officers of the Corporation shall serve at the pleasure of the Board of Directors, and until their respective successors are elected and qualified, or in each case until he or she sooner dies, resigns, is removed or becomes disqualified.

Section 3. Qualifications. An officer of the Corporation may but need not be a Director of the Corporation. Any two (2) or more offices may be held by the same person. The Clerk shall be a resident of the Commonwealth of Massachusetts unless the Corporation has a resident agent appointed for the purpose of service of process. Any officer may be required by the Directors to give bond for the faithful performance of his or her duties to the Corporation in such amount and with such sureties as the Directors may determine. The premiums for such bonds may be paid by the Corporation. Officers shall meet such other qualifications as the Board of Directors may determine from time to time.

Section 4. Vacancies. Any vacancy at any time existing in any office of the Corporation may be filled by the Directors at any meeting of the Board of Directors and such successor shall serve at the pleasure of the Board of Directors, and until his or her successor is chosen and qualified, or in each case until he or she sooner dies, resigns, is removed or becomes disqualified.

Section 5. Resignation. Any officer or agent may resign by delivering his or her written resignation to the Corporation at its principal office, to any meeting of the Board of Directors, or to the President or Clerk of the Corporation, and such resignation shall be effective upon receipt

(unless it is specified to be effective at some other time or upon the happening of some other event) and the acceptance thereof shall not be necessary to make it effective unless it so states; *provided, however*, that the Board of Directors may act to accept such resignation immediately or at any other time sooner than the time specified by such resigning officer in his or her resignation.

Section 6. Removal. The Board of Directors may remove any officer, with or without cause, by the affirmative vote of not less than a majority of the total number of Directors then in office at any regular meeting or special meeting of the Board of Directors. An officer may be removed for cause only after reasonable notice and opportunity to be heard prior to action thereon. Each agent appointed by the Board shall retain his or her authority at the pleasure of the Board of Directors and each agent so appointed may be removed, with or without cause, at any time by the Board of Directors.

Section 7. President. The President shall be the chief executive officer of the Corporation and as such shall have charge of the affairs of the Corporation subject to the supervision of the Board of Directors. Subject to limitations that the Board of Directors may approve generally or in any specific instance, all checks drawn on bank accounts of the Corporation, all license and permit applications, and all contracts entered into by the Corporation may be signed on its behalf by the President or such other persons as may be authorized from time to time by the Board of Directors. The President shall also have such other powers and duties as customarily belong to the office of the chief executive or as may be designated from time to time by the Board of Directors. The President shall be responsible for the administration of the Corporation in all its activities subject to such policies as may be adopted and such orders as may be issued by the Board of Directors from time to time, or by any committees of the Board to which the authority for such action has been specifically delegated.

Section 8. Treasurer. The Treasurer shall have such powers and duties as customarily belong to the office of Treasurer or as may be designated from time to time by the Board of Directors. The Treasurer shall have the power to endorse for deposit or collection all notes, checks, drafts and similar documents that are payable to the Corporation or its order, provided that the Treasurer shall not deposit any funds of the Corporation in any banking institution unless such institution has been designated as a depository by a vote of the majority of the members of the Board of Directors, exclusive of any Director who is an officer or Director of the depository so designated. Subject to limitations that the Board of Directors may approve generally or in any specific instance, all checks drawn on bank accounts of the Corporation may be signed on its behalf by the Treasurer or such other persons as may be authorized from time to time by the Board of Directors.

Section 9. Clerk. The Clerk shall record all proceedings of the Members and the Board of Directors in a book or books to be kept therefor and shall have custody of the seal of the Corporation. If the Clerk is absent from any meeting of the Board of Directors, a temporary Clerk shall be chosen at the meeting who shall keep a true record of the proceedings thereof.

Section 10. Additional Powers and Duties. Each officer shall, subject to these Bylaws and to any applicable provisions of law and the Articles of Organization, have, in addition to the duties specifically set forth in these Bylaws, such duties and powers as are customarily incident to such officer's office and such additional duties and powers as the President or the Directors may from

time to time designate. Subject to limitations that the Board of Directors may approve generally or in any specific instance, all checks drawn on bank accounts of the Corporation, all license and permit applications, and all contracts entered into by the Corporation may be signed on its behalf by the Chief Operating Officer or such other persons as may be authorized from time to time by the Board of Directors.

Section 11. **Compensation of Agents and Employees.** The Corporation may pay compensation in reasonable amounts to its officers, agents and employees for services rendered, such amount to be fixed by the Board of Directors, or, if the Board of Directors delegate power to any officer or officers, then by such officer or officers; *provided, however*, any such officer or officers authorized by the Board of Directors to fix compensation may not be authorized to fix his or her own compensation. The Directors may require officers, agents or employees to give security for the faithful performance of their duties.

ARTICLE VI: INSPECTION OF RECORDS

Books, accounts, documents and records of the Corporation shall be open to inspection by any Director for any proper purpose during the usual hours of business. The original, or attested copies, of the Articles of Organization, these Bylaws and records of all meetings and actions of the Member, the Board of Directors and its committees, and records which shall contain the names of all Directors and their record addresses, shall be kept in the Commonwealth of Massachusetts at the principal office of the Corporation, or at an office of the Clerk, attorney of record or the resident agent, if any, of the Corporation.

ARTICLE VII: EXECUTION OF INSTRUMENTS; EVIDENCE OF AUTHORITY

Section 1. **Checks, Notes, Drafts and Other Instruments.** Unless the Board of Directors shall otherwise generally or in any specific instance authorize: (i) all checks, notes, drafts, and other instruments for the payment of money drawn or endorsed in the name of the Corporation shall be signed by the President, Treasurer, Chief Executive Officer or Chief Operating Officer, of the Corporation or such other officers and/or agents as shall be authorized to do so from time to time by the Board of Directors; and (ii) contracts, leases, transfers, conveyances, deeds, notes, bonds and all other written instruments shall be signed in the name and on behalf of the Corporation by the President, Treasurer, Chief Executive Officer or Chief Operating Officer of the Corporation or such other officers and/or agents as shall be authorized to do so from time to time by the Board of Directors, and such person or persons so signing such instrument may also seal, acknowledge, and deliver the same. Any instrument purporting to affect an interest in real estate, executed in the name of the Corporation, shall be executed by any two (2) officers of the Corporation, at least one of whom shall be the President, Treasurer, Chief Executive Officer or Chief Operating Officer of the Corporation and shall be binding on the Corporation in favor of a purchaser or other person relying in good faith on such instrument, notwithstanding any inconsistent provisions of the Articles of Organization, Bylaws, resolutions or votes of the Corporation.

Section 2. **Evidence of Authority.** A certificate executed by the Clerk, an assistant clerk or a temporary clerk as to any action taken by the Board of Directors, or any officer or representative

of the Corporation shall, as to all persons who rely thereon in good faith, be conclusive evidence of such action.

ARTICLE VIII: CONFLICT OF INTEREST; TRANSACTIONS WITH INTERESTED PARTIES

Section 1. Conflict of Interest Policy. All Directors, officers and other persons in a position of significant authority designated by the Board of Directors or the President of the Corporation shall adhere to such policies on conflicts of interest as may be adopted from time to time by the Directors and the Members.

Section 2. Transactions with Interested Parties. Nothing shall prevent the Corporation from entering into any contract or transaction between the Corporation and one or more of its Members, Directors or officers, or between the Corporation and any other corporation, partnership, association, or other organization in which one or more of the Corporation's Members, Directors or officers are directors or officers, or have a financial interest. In addition, no contract or transaction between the Corporation and one or more of its Members, Directors or officers, or between the Corporation and any other corporation, limited liability company, partnership, association, or other organization in which one or more of the Corporation's Members, Directors or officers are directors or officers, or have a financial interest, shall be void or voidable solely for this reason, or solely because the Member, Director or officer is present at or participates in the meeting of the Board of Directors or committee thereof which authorizes the contract or transaction or solely because the votes of such Member, Director or officer are counted for such purpose, if:

- (a) The material facts as to his, her or its relationship or interest and as to the contract or transaction are disclosed or are known to the Board of Directors or the committee, and the Board of Directors or committee authorizes the contract or transaction by the affirmative votes of a majority of the disinterested Directors, even though the disinterested Directors be less than a quorum; or
- (b) The material facts as to his, her or its relationship or interest and as to the contract or transaction are disclosed or are known to the Members (provided that the Member is disinterested), and the contract or transaction is specifically approved by vote of the Members; or
- (c) The contract or transaction is fair as to the Corporation as of the time it is authorized, approved or ratified, by the Board of Directors, a committee thereof, or the Members.

ARTICLE IX: PERSONAL LIABILITY; INDEMNIFICATION

Section 1. Personal Liability. The Members, Directors and officers of the Corporation shall not be personally liable for any debt, liability or obligation of the Corporation. All persons, corporations or other entities extending credit to, contracting with, or having any claim against, the Corporation, may look only to the funds and property of the Corporation for the payment of any such contract or claim, or for the payment of any debt, damages, judgment or decree, or of any money that may otherwise become due or payable to them from the Corporation.

Section 2. Indemnification. The Corporation shall, to the fullest extent legally permissible, indemnify each Indemnified Person (as defined below) against all liabilities and losses, including amounts paid in satisfaction of judgments, in compromise or as fines, penalties, excise taxes, court costs, witness fees, and Costs and Expenses (as defined below) incurred by, or imposed upon, the Indemnified Person in connection with or arising out of the defense or disposition of any Proceeding (as defined below) in which the Indemnified Person is or may become involved or with which the Indemnified Person may be threatened, while in office or thereafter, as a party, witness or otherwise, by reason of his or her being or having been an Indemnified Person.

Notwithstanding the foregoing, as to any matter disposed of by a compromise payment by an Indemnified Person, pursuant to a consent decree or otherwise, no indemnification for said payment shall be provided unless such compromise and indemnification therefor shall be approved:

- (a) By a majority vote of a quorum consisting of disinterested Directors;
- (b) If such a quorum cannot be obtained, then by a majority vote of a committee of the Board of Directors consisting of all the disinterested Directors then in office;
- (c) By the Members if disinterested;
- (d) If there are not two or more disinterested Directors in office, then by a majority of the Directors then in office, provided they have obtained a written finding by Independent Legal Counsel (as defined below) appointed by a majority of the Directors to the effect that, based upon a reasonable investigation of the relevant facts as described in such opinion, the Indemnified Person appears to have acted in good faith and in the reasonable belief that the Indemnified Person's actions were in the best interests of the Corporation (or, to the extent that such matter relates to service with respect to a Related Entity, in the best interests of the Related Entity (and, if the Related Entity is an employee benefit plan, in the best interests of the participants or beneficiaries of such plan)); and with such care as an ordinarily prudent person in a like position with respect to a similar corporation organized under Chapter 180 would use under similar circumstances; or
- (e) By a court of competent jurisdiction.

Costs and Expenses incurred by an Indemnified Person in connection with the defense or disposition of any Proceeding shall be paid promptly by the Corporation in advance of the final disposition thereof upon receipt of an undertaking by such Indemnified Person to repay the amounts so paid by the Corporation if it is ultimately determined that indemnification for such Costs and Expenses is not authorized by law or under this Article. Such undertaking shall be accepted without reference to the financial ability of such Indemnified Person to make repayment.

If both the Corporation and the Indemnified Person are parties to a Proceeding (other than a claim, action or suit by or in the right of the Corporation to procure a judgment in its favor), counsel representing the Corporation therein also may represent such Indemnified Person (unless such dual

representation would involve such counsel in an actual or potential conflict of interest in violation of applicable principles of professional ethics), and the Corporation shall pay all Costs and Expenses of such counsel incurred during the period of dual representation.

The right of indemnification hereby provided shall not be exclusive. Nothing contained in this Article shall affect any rights to indemnification to which such Indemnified Person or other corporate personnel may be entitled by contract, by vote of the Board of Directors or otherwise under law.

Section 3. Definitions. As used in this Article, the terms:

- (a) **“Costs and Expenses”** means all reasonable costs and expenses incurred by an Indemnified Person in investigating, defending or appealing any Proceeding, including attorneys’, accountants’, experts’ and other professional fees and disbursements; reasonable compensation for time spent by the Indemnified Person on behalf of the Corporation during which he or she is not otherwise compensated by the Corporation or a third party; any premium, security for, and other costs relating to any costs or other appeal bond or its equivalent, whether such Proceeding is of a civil, criminal, arbitrational, administrative or investigative nature, whether formal or informal, including an action by or in the name of the Corporation. Costs and Expenses shall include all reasonable costs and expenses incurred by an Indemnified Person, including attorneys’, accountants’, experts’ and other professional fees and disbursements, in connection with successfully establishing his or her right to indemnification, in whole or in part, hereunder.
- (b) **“Indemnified Person”** means each person who:
 - (i) Shall be, or at any time shall have been, a Director or officer of the Corporation, or
 - (ii) At the request of the Corporation, shall serve, or at any time shall have served, as an incorporator, director, trustee, officer, employee, agent, member, manager or in any other capacity with respect to any Related Entity, or
 - (iii) The Board of Directors by vote shall designate, who shall be, or at any time shall have been, an employee or agent of the Corporation or who shall serve, or at any time shall have served, at the request of the Corporation, in any capacity with respect to any Related Entity.
- (c) **“Proceeding”** means any threatened, pending or completed claim, action, suit or proceeding or any alternative dispute resolution mechanism (including an action by or in the right of the Corporation or an affiliate of the Corporation) or any formal or informal inquiry, hearing or investigation, whether conducted by the Corporation or an affiliate of the Corporation or any other party, and any other action that an Indemnified Person in good

faith believes might lead to the institution of any such action, suit or proceeding, whether civil, criminal, arbitrational, administrative, investigative or other, including any appeal relating to any of the foregoing.

- (d) **“Related Entity”** means any corporation, limited liability company, partnership, joint venture, trust or other entity or enterprise in which the Corporation is in any way interested in, or as to which an Indemnified Person is serving or shall have served at the Corporation’s request or on its behalf, as a director, officer, partner, employee, agent, fiduciary, member, manager or representative including, but not limited to, any employee benefit plan or any corporation of which the Corporation or any Related Entity is, directly or indirectly, a stockholder, member, limited or general partner, beneficiary or creditor.
- (e) **“Independent Legal Counsel”** means a law firm, or a member of a law firm, that is experienced in matters of corporation law and neither presently is, nor in the previous five (5) years has been retained to represent: (A) the Corporation or the Indemnified Person in any other matter material to either party, or (B) any other party to the threatened, pending or completed proceeding or action giving rise to the claim for indemnification hereunder. Notwithstanding the foregoing, the term “Independent Legal Counsel” shall not include any person who, under the applicable standards of professional conduct then prevailing, would have a conflict of interest in representing either the Corporation or the Indemnified Person in a proceeding or action to determine the Corporation’s obligations or such Indemnified Person’s rights hereunder.
- (f) **“Person,” “director,” “officer,” “employee,” “agent” and “Indemnified Person”** shall include their respective heirs, executors and administrators, and an “interested” director, officer, employee or agent is one against whom in such capacity the Proceedings in question or other Proceedings on the same or similar grounds is then pending.

Section 4. Enforceability. It is the intention of the Corporation that the obligations of the Corporation, and the rights and benefits of Indemnified Persons shall vest upon the date of adoption of these Bylaws. It is the further intention of the Corporation to provide for indemnification in all cases under all circumstances where to do so would not violate applicable law (and notwithstanding any limitations permitted, but not required by statute or common law) and the terms and provisions of this Article shall be interpreted and construed consistent with that intention. Nonetheless, if any term or provision of this Article, or the application thereof to any person or circumstances, shall to any extent be held invalid or unenforceable, the remainder of this Article, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Article shall be held valid and be enforced to the fullest extent permitted by law. Any amendment, alteration or repeal of this Article or Chapter 180 that adversely affects any right of an Indemnified Person (or his or her respective heirs, executors and administrators), shall be prospective only and shall not limit or eliminate any such right with respect to any Proceeding

involving any occurrence or alleged occurrence of any action or omission to act that took place prior to any such amendment, alteration or repeal.

Section 5. Insurance. The Corporation shall have the power to purchase and maintain insurance on behalf of any Indemnified Person against any liability asserted against or incurred by him or her in such capacity, or arising out of his or her status as such, whether or not the Corporation would have the power to indemnify or advance expenses to him or her against such liability.

ARTICLE X: ADVISORY BOARDS OR COMMITTEES

The Board of Directors may determine to establish one or more advisory boards or committees to further the goals of the Corporation. Advisory boards or committees may be constituted of persons who are not Directors, but have an interest and willingness to advance the purposes of the Corporation. Any advisory board or committee may be discontinued by the Board of Directors at any time. An advisory board or committee shall be required to make at least annual reports to the Board of Directors.

ARTICLE XI: NONDISCRIMINATION POLICY

Persons of all races, religions, genders, sexual orientations and national origins shall be entitled to all the rights and privileges generally made available by the Corporation through the activities and programs that it conducts, and the Corporation shall not discriminate on the basis of race, religion, gender, sexual orientation, national origin or disability.

ARTICLE XII: AMENDMENTS

These Bylaws may be altered, amended or repealed, in whole or in part, solely by the Members.

ARTICLE XIII: NON-PROFIT COMPLIANCE

In compliance with 105 CMR 725.100(A)(1) and the Massachusetts Department of Public Health's "*Guidance for Registered Marijuana Dispensaries Regarding Non-Profit Compliance*," the Corporation shall at all times operate on a non-profit basis for the benefit of registered qualifying patients and shall ensure that revenue of the Corporation is used solely in furtherance of its non-profit purpose.

ARTICLE XIV: POLICIES

The Board of Directors may adopt policies that shall be incorporated into these Bylaws. The following policies have been adopted and incorporated herein:

- Appendix 1: Conflict of Interest Policies and Procedures
- Appendix 2: Whistleblower Policy
- Appendix 3: Document Retention and Destruction Policy
- Appendix 4: Compensation Setting Policy
- Appendix 5: Comprehensive Information Security Policy
- Appendix 6: Antitrust Policy

I, Stephen Perkins, the President of ATLANTIC MEDICINAL PARTNERS, INC., do hereby attest that the foregoing is a true copy of the Bylaws of the Corporation and that said Bylaws were duly adopted on March 21, 2018.

By: 

Name: Stephen Perkins

Title: President of Atlantic Medicinal Partners, Inc.

Appendix 1

ATLANTIC MEDICINAL PARTNERS, INC. CONFLICT OF INTEREST POLICIES AND PROCEDURES

I. PURPOSE

ATLANTIC MEDICINAL PARTNERS, INC. (the “Corporation”) must be aware of and diligently address and manage all conflicts of interest and appearances of any conflicts of interest in order to protect the best interest of the Corporation when it is contemplating entering a transaction that might benefit the private interest of directors, members, officers or the executive management team. The Board of Directors shall follow the procedures set forth herein to address and evaluate conflicts of interest to determine whether it is in the best interest of the Corporation to enter into the proposed transaction and, if so, to ensure that the terms of the transaction are fair and reasonable.

II. DEFINITIONS

An *Insider* is a member, director or officer of the Corporation or a person on the executive management team.

An *Interest* means any material financial interest, direct or indirect, including, but not limited to, a sale, loan or exchange with the Corporation whereby the Insider would derive a material financial benefit, but shall not include compensation in the form of salary, such compensation being governed by the Compensation Setting Policy.

A *Managerial Position* is a member, director, officer, executive, trustee, or other managerial role in an entity other than the Corporation or a person who has significant influence over the management or operating policies of an entity other than the Corporation.

Transaction means any transaction, agreement, or arrangement with the Corporation.

A *Conflict of Interest* is present when an Insider, or an immediate family member of an Insider, has an Interest in a Transaction or is in a Managerial Position with an entity involved in a Transaction.

Disinterested Directors are the members of the Board of Directors of the Corporation that do not have a Conflict of Interest.

III. PROCEDURES

1. Duty to Disclose

Promptly upon learning of the proposed Transaction, each Insider that has a Conflict of Interest shall promptly disclose to the Board of Directors the existence of the Conflict of Interest and all material facts regarding their Interest in the Transaction, including relevant

Managerial Positions. Such disclosure shall be made prior to the Board of Directors taking any action on the Transaction or substantially discussing the Transaction. In the event that the Insider is unsure as to whether a Conflict of Interest exists, the Insider shall disclose the circumstances to the Disinterested Directors, who shall determine whether there exists a Conflict of Interest that is subject to this policy.

2. No Participation

An Insider who has a Conflict of Interest shall not take part in any negotiations regarding the Transaction and shall not participate in or be permitted to attend the Board's or any committee's discussion of the matter except to disclose material facts and to respond to any questions regarding the Insider's Conflict of Interest. The Insider with the Conflict of Interest shall not exert his or her personal influence or lobby the Board of Directors with respect to the matter, either at or outside the meeting, and shall not vote on the Transaction. An Insider who is a member of the Board of Directors may be counted in determining the presence of a quorum at such meeting, however, the interested Directors may not be present during any discussion or vote on the Transaction.

3. Due Diligence

The Disinterested Directors shall hold a meeting to determine if the Transaction is fair, reasonable and in the best interest of the Corporation by conducting due diligence on the Transaction. Such due diligence may include any or all of the following:

- Reviewing all relevant documents relating to the Transaction;
- Discussing the purpose, benefits, advantages and disadvantages of the Transaction;
- Reviewing similar agreements and transactions to compare the relevant terms to the Transaction;
- Discussing and considering alternatives to the Transaction;
- Obtaining opinions or guidance from relevant industry third-party professionals regarding the fairness of the Transaction and the industry standards and terms for similar transactions;
- Consulting with the Corporation's legal counsel to discuss the terms and legal implications of the Transaction;
- Obtaining an independent legal opinion that the Transaction is fair, in the best interest of the Corporation and in compliance with applicable laws and regulations; and
- Proposing modification to the terms of the Transaction if the Disinterested

Directors concluded that the proposed terms of the Transaction are not fair, reasonable and in the best interest of the Corporation, as presented.

4. Approval

After exercising its due diligence, the Disinterested Directors, shall determine whether the Transaction is fair, reasonable and in the best interest of the Corporation. The Transaction can be approved by a majority vote of the Disinterested Directors present at a meeting for which a quorum is present. The Transaction must be approved by more than one Disinterested Director.

5. Record of Proceedings

The minutes of any meeting of the Board of Directors held pursuant to this policy shall contain:

- the names of all persons present at the meeting;
- details of the Transaction;
- the name of each Insider who disclosed or was otherwise determined to have a Conflict of Interest;
- the nature of the Conflict of Interest;
- the names of the Directors who participated in the discussion regarding the Transaction and the names of the Directors who were excluded from discussions of the Transaction;
- the information considered and discussed by the Board in exercising its due diligence regarding the Transaction;
- the Directors who voted on the Transaction, and the Directors who were excluded from voting;
- the result of the vote;
- if the Board rejected the Transaction, the reasons for the rejection and any proposed modifications to the Transaction;
- if the Board approved the Transaction, the reasons why the Board determined that the Transaction is fair and in the best interest of the Corporation; and
- copies of the Transaction agreements and all related documents thereto.

IV. VIOLATIONS

If the Board of Directors has reasonable cause to believe that an Insider has failed to disclose a Conflict of Interest, it shall inform such Insider of the basis for this belief and afford the Insider an opportunity to explain the alleged failure to disclose. If, after hearing the Insider's

response and making further investigation as warranted by the circumstances, the Board of Directors determines that the Insider has failed to disclose a Conflict of Interest, the Board of Directors shall take appropriate disciplinary and corrective action.

V. REVIEW

To ensure that the Corporation operates in a manner consistent with its mission, the Board of Directors shall periodically review this policy. The review shall consider the level of compliance with the policy, the continuing suitability of the policy, and whether the policy should be modified and improved. A copy of this policy shall be distributed to each Insider for their review and compliance hereto.

* * * *

Appendix 2

ATLANTIC MEDICINAL PARTNERS, INC. WHISTLEBLOWER POLICY

I. EXPECTATION

ATLANTIC MEDICINAL PARTNERS, INC. (the “Corporation”) expects Directors, Officers and employees to observe high ethical standards in carrying out their responsibilities and to comply with all applicable laws and regulations.

II. OPEN DOOR POLICY

If any Director, Officer or employee has complaints, concerns, or questions as to the ethics or legality of a particular action taken by another Director, Officer or employee, he/she is encouraged to raise such complaints, concerns or questions with the relevant individual. With respect to Directors, the relevant individual is the President of the Board of Directors or any other Director. With respect to Officers and employees, the relevant individual is the President, if there is one in office, and if not, any Director. In the event the Director, Officer or employee believes there may have been a legal transgression, and that it is not reasonable to raise the issue with a Director or the President, he/she should contact an outside attorney. Anyone filing a complaint concerning a violation or suspected violation of a law, regulation or ethical requirement must be acting in good faith and have reasonable grounds for believing the information disclosed indicates a violation. Individuals making baseless or malicious accusations will be disciplined up to and including termination.

III. REQUIREMENT OF INVESTIGATION

Within a reasonable time of receiving a complaint, concern or question regarding compliance with a law, regulation or ethics requirement, the President and/or a Director shall open an investigation into the matter and pursue it to resolution. Should the President or a Director find that a law, regulation or ethics requirement has been violated, appropriate action should be taken.

IV. CONFIDENTIALITY

To the degree possible, the names of the individuals reporting under this Whistleblower Policy shall be kept confidential.

V. PROTECTION FROM RETALIATORY ACTION

Neither the Corporation nor its managers may take any negative employment or other retaliatory action against any Director, Officer or employee who in good faith reports a violation of a law or regulatory requirement. An employee who retaliates against someone

who has reported a violation in good faith is subject to discipline including, but not limited to, termination of employment.

VI. GENERAL POLICY

This general policy is not a contract and it may be rescinded or amended at any time by the Corporation. It is not intended to and does not create any legally enforceable rights whatsoever for any employee.

* * * *

**ATLANTIC MEDICINAL PARTNERS, INC.
DOCUMENT RETENTION AND DESTRUCTION POLICY**

I. RETENTION POLICY

ATLANTIC MEDICINAL PARTNERS, INC. (the “Corporation”) takes seriously its obligations to preserve information relating to litigation, audits, and investigations. The information listed in the retention schedule below is intended as a guideline and may not contain all the records the Corporation may be required to keep in the future. From time to time, the Corporation may suspend the destruction of records due to pending, threatened, or otherwise reasonably foreseeable litigation, audits, government investigations, or similar proceedings.

File Category	Item	Retention Period
Corporate Records	<i>By-Laws and Articles of Organization</i>	Permanent
	<i>Corporate resolutions</i>	Permanent
	<i>Member, Board and committee meeting agendas and minutes</i>	Permanent
	<i>Conflict-of-interest disclosure forms</i>	4 years
Finance and Administration	<i>Financial statements (audited)</i>	7 years
	<i>Auditor management letters</i>	7 years
	<i>Payroll records</i>	7 years
	<i>Check register and checks</i>	7 years
	<i>Bank deposits and statements</i>	7 years
	<i>Chart of accounts</i>	7 years
	<i>General ledgers and journals (includes bank reconciliations)</i>	7 years
	<i>Investment performance reports</i>	7 years
	<i>Equipment files and maintenance records</i>	7 years after disposition
	<i>Contracts and agreements</i>	7 years after all obligations end
	<i>Correspondence — general</i>	3 years

Insurance Records	<i>Policies — occurrence type</i>	Permanent
	<i>Policies — claims-made type</i>	Permanent
	<i>Accident reports</i>	7 years
	<i>Safety (OSHA) reports</i>	7 years
	<i>Claims (after settlement)</i>	7 years
	<i>Group disability records</i>	7 years after end of benefits
Real Estate	<i>Deeds</i>	Permanent
	<i>Leases (expired)</i>	7 years after all obligations end
	<i>Mortgages, security agreements</i>	7 years after all obligations end
Tax	<i>IRS Tax returns and related correspondence</i>	Permanent
	<i>IRS Form 1120s</i>	7 years
	<i>State Tax returns</i>	7 years
Human Resources	<i>Employee personnel files</i>	Permanent
	<i>Retirement plan benefits (plan descriptions, plan documents)</i>	Permanent
	<i>Employee handbooks</i>	Permanent
	<i>Workers comp claims (after settlement)</i>	7 years
	<i>Employee orientation and training materials</i>	7 years after use ends
	<i>Employment applications</i>	3 years
	<i>IRS Form I-9 (store separate from personnel file)</i>	Greater of 1 year after end of service, or three years
	<i>Withholding tax statements</i>	7 years
	<i>Timecards</i>	3 years
Technology	<i>Software licenses and support agreements</i>	7 years after all obligations end

II. ELECTRONIC DOCUMENTS AND RECORDS

Electronic documents will be retained as if they were paper documents. Therefore, any electronic files that fall into one of the document types on the above schedule will be maintained for the appropriate amount of time. If a user has sufficient reason to keep an e-mail message, the message should be printed in hard copy and kept in the appropriate file or moved to an “archive” computer file folder. Backup and recovery methods should be tested on a regular basis.

III. EMERGENCY PLANNING

The Corporation’s records should be stored in a safe, secure, and accessible manner. Documents and financial files that are essential to keeping the Corporation operating in an emergency should, if possible, be duplicated or backed up at least weekly and maintained off-site.

IV. DOCUMENT DESTRUCTION

Documents should be eliminated at the end of the relevant retention period. Destruction of financial and personnel-related documents should be accomplished by shredding. Document destruction with respect to relevant documents will be suspended immediately, upon any indication of an official investigation or when a lawsuit is filed or appears imminent. Destruction will be reinstated upon conclusion of the investigation or lawsuit.

V. COMPLIANCE

The Corporation will periodically review these procedures with legal counsel or the Corporation’s certified public accountant to ensure that they are in compliance with new or revised regulations.

* * * *

**ATLANTIC MEDICINAL PARTNERS, INC.
COMPENSATION SETTING POLICY**

I. INTRODUCTION

This policy codifies the procedures by which the Board of Directors of ATLANTIC MEDICINAL PARTNERS, INC. (the “Corporation”) sets the compensation of Directors, top management officials, Officers and key employees (“executive compensation”). These procedures are designed to comply with the “safe harbor” requirements set forth in the tax regulations on intermediate sanctions to create a rebuttable presumption of reasonableness in compensation levels.

II. POLICY

The Board of Directors shall oversee the setting of executive compensation and shall (1) determine compensation of all Directors, top management officials, Officers and key employees, and (2) review, assess and approve the reasonableness of such compensation on a regular basis. In order to be approved as reasonable, compensation must be an amount that would ordinarily be paid for comparable work by similarly situated organizations under like circumstances. The particular education, experience and skill of the compensated individual may also be taken into account.

III. GUIDELINES

Compensation determinations made by the Directors will be made in accordance with the following guidelines:

- (i) In setting and determining the reasonableness of executive compensation, the Board shall obtain and rely upon compensation information for comparable work by similarly situated organizations under like circumstances, as defined in Section II above.
- (ii) Directors involved in setting and approving executive compensation, as well as any third parties providing professional advice to the Directors in connection with setting and approving executive compensation shall be independent and have no conflicts of interest as to the executive whose compensation is being reviewed. Directors shall have no conflict of interest for these purposes if they (1) will not economically benefit from the compensation arrangement, (2) are not family members of a person who will economically benefit, (3) have no material financial interest affected by the compensation arrangement, and (4) are not family members of a person who has a material financial interest affected by the compensation arrangement.

- (iii) Timely and accurate minutes of all final actions by the Board regarding the setting and approval of executive compensation will be recorded and held with Board records. Such minutes will include (1) the terms of the approved compensation arrangement and the date approved, (2) a list of the Directors present during discussion, showing those who approved the arrangement, those who rejected it and those who recused themselves due to conflicts of interest, (3) the comparability data relied upon and how such data was obtained, and (4) the rationale for determining that the arrangement was reasonable if it exceeded the range of the comparability data.

* * * *

**ATLANTIC MEDICINAL PARTNERS, INC.
COMPREHENSIVE INFORMATION SECURITY POLICY**

I. OBJECTIVE

It is the objective of ATLANTIC MEDICINAL PARTNERS, INC. (the “Corporation”) in the development and implementation of this comprehensive information security program (“CISP”) to create effective administrative, technical and physical safeguards for the protection of personal information, and to comply with obligations under 201 CMR 17.00. This CISP sets forth our procedure for evaluating our electronic and physical methods of accessing, collecting, storing, using, transmitting, and protecting personal information. For purposes of this CISP, “personal information” means an individual’s first name and last name or first initial and last name in combination with any one or more of the following data elements that relate to such resident: (1) Social Security number; (2) driver's license number or state-issued identification card number; or (3) financial account number, or credit or debit card number, with or without any required security code, access code, personal identification number or password, that would permit access to an individual’s financial account; provided, however, that “personal information” shall not include information that is lawfully obtained from publicly available information, or from federal, state or local government records lawfully made available to the general public. The Corporation generally acquires personal information in connection with hiring employees and payroll, and in connection with sales to the public.

II. PURPOSE

The purpose of the CISP is to:

- Ensure the security and confidentiality of personal information;
- Protect against any anticipated threats or hazards to the security or integrity of such information; and
- Protect against unauthorized access to or use of such information in a manner that creates a substantial risk of identity theft or fraud.

III. DATA SECURITY COORDINATOR

The Corporation appoints the Treasurer to be its Data Security Coordinator. The Data Security Coordinator will be responsible for:

- Initial implementation of the CISP;
- Regular testing of the CISP’s safeguards;

- Evaluating the ability of each of Corporation's third party service providers to implement and maintain appropriate security measures for the personal information to which Corporation permits them access, and requiring such third party service providers to implement and maintain appropriate security measures;
- Reviewing the scope of the security measures in the CISP at least annually, or whenever there is a material change in the Corporation's business practices that may implicate the security or integrity of records containing personal information; and
- Conducting an annual training session for all Directors, Officers, employees, volunteers and independent contractors, including temporary and contract employees who have access to personal information on the elements of the CISP.

IV. HANDLING PERSONAL INFORMATION

A. Paper Records

All paper records containing personal information shall be kept in a locked file cabinet with restricted access. Paper records will be destroyed regularly in accordance with the Corporation's document destruction policy using an office-grade shredder. Records containing personal information may not be taken out of the office and may be accessed only by personnel with a business necessity. Checks that need to be transported from the dispensary to the bank may be sent by US mail or hand delivered by the responsible employee, and if hand delivered, will not be left unattended at any point in the transition.

Checks. When the Corporation receives checks from members of the public, it will make only one hard copy and keep it in a locked file cabinet with restricted access. The checks themselves will also be kept under lock and key until they are deposited.

Paper Employment Records. Paper employment records must be kept under lock and key and accessed only by staff members responsible for employment issues and/or by the President.

B. Electronically Held Records

The Corporation requires the following security systems with respect to the maintenance of personal information on its computers:

Authentication Protocols. The Data Security Coordinator shall secure user authentication protocols including:

- Control of user IDs and other identifiers;
- A reasonably secure method of assigning and selecting passwords, or use of unique identifier technologies, such as biometrics or token devices;

- Control of data security passwords to ensure that such passwords are kept in a location and/or format that does not compromise the security of the data they protect;
- Restricting access to active users and active user accounts only; and
- Blocking access to user identification after multiple unsuccessful attempts to gain access.

Access Protocols. The Data Security Coordinator shall implement the following secure access control measures:

- Restrict access to records and files containing personal information to those who need such information to perform their job duties; and
- Assign unique identifications plus passwords, which are not vendor supplied default passwords, to each person with computer access, which are reasonably designed to maintain the integrity of the security of the access controls.

Restriction on E-mailing Personal Information. The Corporation will not, as a general rule, send or accept personal information by e-mail. To the extent exceptions must be made, the security measures described in this CISP shall be taken.

Encryption. Should any records and files containing personal information be transmitted across public networks or wirelessly, such records or files shall be encrypted. Personal information stored on laptops and other portable devices shall also be encrypted.

Monitoring. The Corporation shall take all steps necessary to reasonably monitor its computer network for unauthorized use of or access to personal information.

Firewalls. All files containing personal information on a system that is connected to the Internet shall be protected by a reasonably up-to-date firewall protection and operating system security patches designed to maintain the integrity of the personal information.

Virus protection. All computers containing personal information shall be protected by reasonably up-to-date versions of system security agent software, including malware protection and reasonably up-to-date patches and virus definitions, or a version of such software that can still be supported with up-to-date patches and virus definitions, and is set to receive the most current security updates on a regular basis.

B. Vendors

Pursuant to 105 CMR 725.200, information held by the Corporation about dispensary agents is confidential and shall not be disclosed without the written consent of the individual to whom the information applies, or as required under law or pursuant to an

order from a court of competent jurisdiction, provided however, the Department may access this information to carry out official duties. Only upon receipt of written consent of the individual to whom the confidential information applies will the Corporation share personal and financial information with its vendors. The Corporation requires each of their vendors to send written evidence, signed by an authorized person, confirming that they follow a confidentiality plan that fully complies with 105 CMR 725.200 and 201 CMR 17.00.

V. TRAINING

The Data Security Coordinator shall ensure that all employees, whether full-time, part-time, seasonal or temporary, and independent contractors, consultants and volunteers who have access to personal information are trained on the data security requirements provided in this CISP.

VI. PERSONS SEPARATING FROM THE CORPORATION

All employees, whether full-time, part-time, seasonal or temporary, and independent contractors, consultants and volunteers upon termination or resignation shall immediately be denied access to physical and electronic records containing personal information and will be required to return or destroy all records and files containing personal information in any form that may at the time of such termination or resignation be in their possession or control, including all such information stored on laptops, portable devices, or other media, or in files, records, notes, or papers.

VII. SECURITY BREACH AND NOTIFICATION

All employees, whether full-time, part-time, seasonal or temporary, and independent contractors, consultants and volunteers, shall as soon as practicable and without unreasonable delay notify the Data Security Coordinator when such person knows or has reason to know of a security breach or when the person knows or has reason to know that personal information was acquired or used by an unauthorized person or used for an unauthorized purpose.

A “security breach” is any unauthorized acquisition or unauthorized use of unencrypted data or, encrypted electronic data and the confidential process or key that is capable of compromising the security, confidentiality, or integrity of personal information that creates a substantial risk of identity theft or fraud. A good faith but unauthorized acquisition of personal information by a person or agency, or employee or agent thereof, for lawful purposes, is not a breach of security unless the personal information is used in an unauthorized manner or subject to further unauthorized disclosure.

When the Data Security Coordinator is informed of a security breach, he or she will (1) notify the individual whose information was compromised, and (2) notify the

Massachusetts Attorney General and the Office of Consumer Affairs and Business Regulation.

The notice to the individual will be in writing, possibly by electronic mail, and will include the following information:

- A general description of the incident;
- Identification of the personal information that may be at risk;
- A description of the Corporation's security program;
- A phone number to call within the Corporation for further information;
- Suggestion of extra caution, to review account statements, and to obtain a credit report; and
- Phone numbers and addresses of the Federal Trade Commission, state agencies that may be of assistance, and major consumer reporting agencies. The notice will not be provided if law enforcement personnel advise against it.

The notice to the Office of Consumer Affairs and Business Regulation and to the Attorney General will include the following:

- A detailed description of the nature and circumstances of the breach of security;
- The number of people affected as of the time of notification;
- The steps already taken relative to the incident
- Any steps intended to be taken relative to the incident subsequent to notification; and
- Information regarding whether law enforcement is engaged investigating the incident.

Non-Retaliation. The Corporation will not retaliate against anyone who reports a security breach or non-compliance with CISP, or who cooperates in an investigation regarding such breach or non-compliance. Any such retaliation will result in disciplinary action by the responsible parties up to and including suspension or termination.

Documentation. The Corporation shall document all responsive actions taken in connection with any incident involving a security breach.

VIII. CONFIDENTIALITY

Notwithstanding anything to the contrary contained herein, information held by the Corporation about registered qualifying patients, personal caregivers, and dispensary agents is confidential and shall not be disclosed without the written consent of the individual to whom the information applies, or as required under law or pursuant to an order from a court of competent jurisdiction, provided however, the Department may access this information to carry out official duties.

* * * *

Appendix 6

ATLANTIC MEDICINAL PARTNERS, INC. ANTITRUST POLICY

It is the policy of ATLANTIC MEDICINAL PARTNERS, INC. (the “Corporation”) to comply fully with all federal and state antitrust laws, which prohibit companies from working together to restrict competition. It is also the policy of the Corporation that it and its directors and officers are informed about antitrust laws and recognize possible antitrust issues or questions.

It is legal for competitors within the medical use of marijuana industry to work together, unless such work unlawfully restricts competition within the industry. Although the Corporation’s activities generally do not present antitrust issues, to ensure against inadvertent violations of federal and state antitrust laws, directors, except to insure that prices are reasonable and affordable for the Corporation’s patients, and to prevent diversion for non-medical purposes, directors, officers and employees shall not discuss with competitors the following: increasing, decreasing, or stabilizing prices for medical marijuana or related products and services; and establishing market monopolies for products or services.

Furthermore, directors, officers, and employees shall not engage in any actions in the context of the Corporation’s activities which appear to be anti-competitive in purpose or inconsistent with this policy.

Any questions regarding antitrust issues and the Corporation’s activities shall be directed to the President, if any, and referred to counsel if deemed necessary.

Pursuant to 105 CMR 725.100(A)(2), no executive, member, director or any entity owned or controlled by such executive, member or director may directly or indirectly control more than three (3) registered marijuana dispensaries in the Commonwealth of Massachusetts.

* * * *



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

mass.gov/dor

Letter ID: L1540437632
Notice Date: December 26, 2018
Case ID: 0-000-608-398



CERTIFICATE OF GOOD STANDING AND/OR TAX COMPLIANCE



ATLANTIC MEDICINAL PARTNERS, INC.
329 WASHINGTON ST
WOBURN MA 01801-2158

Why did I receive this notice?

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

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

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

What if I have questions?

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

Visit us online!

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

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

Edward W. Coyle, Jr., Chief
Collections Bureau



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

William Francis Galvin
Secretary of the
Commonwealth

Date: December 26, 2018

To Whom It May Concern :

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

ATLANTIC MEDICINAL PARTNERS, INC.

is a domestic corporation organized on **July 25, 2018** , under the General Laws of the Commonwealth of Massachusetts. I further certify that there are no proceedings presently pending under the Massachusetts General Laws Chapter 156D section 14.21 for said corporation's dissolution; that articles of dissolution have not been filed by said corporation; that, said corporation has filed all annual reports, and paid all fees with respect to such reports, and so far as appears of record said corporation has legal existence and is in good standing with this office.



In testimony of which,

I have hereunto affixed the

Great Seal of the Commonwealth

on the date first above written.

A handwritten signature in blue ink that reads "William Francis Galvin".

Secretary of the Commonwealth

Certificate Number: 18120497680

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

Processed by:



DISPENSING PROCEDURES

In accordance with 935 CMR 500.140(3), access to Atlantic Medicinal Partners, Inc.'s ("AMP") retail operations is limited to individuals 21 years of age and older. If the individual is younger than 21 years old but 18 years of age or older, he or she will not be admitted unless he or she is a registered qualifying patient or caregiver and produces an active Program ID Card issued by the DPH. If the individual is younger than 18 years old, he or she will not be allowed on the premises unless he or she is a registered qualifying patient and produces an active medical registration card and he or she is accompanied by a personal caregiver with an active Program ID Card. In addition to the Program ID Card, registered qualifying patients under the age of 21 and personal caregivers must also produce proof of identification. Upon a customer's entry into AMP's premises, an AMP agent will immediately inspect the customer's proof of identification and determine the individual's age. Excepting for registered qualifying patients, an individual will not be admitted to the premises unless the retailer has verified that the individual is 21 years of age or older by an individual's proof of identification. At the door, a designated staff member will collect valid customer identification and confirm a minimum age of 21 years old, failing the confirmation of 21 years of age or older, an individual will be prohibited from entering the premises.

Once inside the retail area, customers will enter a queue to obtain individualized service where they may select any of the products available to them with the help of an AMP agent. Point of sale stations for adult-use and medical sales will be physically separated as described below. Upon checkout, customers will be required to confirm their identities and age a second time. Check out also activates the seed-to-sale tracking system that is compliant with 935 CMR 500.105(8).

Per M.G.L. c. 94G § 7, sales are limited to one ounce of marijuana flower or five grams of marijuana concentrate per transaction. All required taxes will be collected at the point of sale.

Once a customer has selected a product for purchase, an AMP agent will collect the chosen items from the designated product storage area. An AMP agent will then scan each product barcode into the point of sale system. In the event of a flower sale, staff will weigh the chosen amount of flower and then place it in a tamper-resistant/child-resistant, resealable package that is compliant with 935 CMR 500.105(5). An AMP agent will affix a label, as generated by the point of sale

system, indicating the date, strain name, cannabinoid profile, and all applicable warnings detailed in 935 CMR 500.105.

In the event an AMP agent determines an individual would place themselves or the public at risk, the agent will refuse to sell any marijuana products to the consumer. AMP will use the point of sale security system to accept payment and complete sales. The system can back up and securely cache each sale for inspection.

Pursuant to 935 CMR 500.140(6)(d), AMP will conduct a monthly analysis of its equipment and sales data to determine that no software has been installed that could be utilized to manipulate or alter sales data and that no other methodology has been employed to manipulate or alter sales data. If any such malware is found, AMP will immediately report the occurrence to the Commission and assist in any subsequent investigation into the matter. AMP will maintain a record of the monthly analyses and will make it available for inspection by the Commission upon request. Further, AMP will cooperate with the Commission and the Department of Revenue to ensure compliance with any and all taxes in accordance with the laws of the Commonwealth and 935 CMR 500.000. AMP will maintain and provide to the Commission on a biannual basis accurate sales data collected during the six months immediately preceding this application for the purpose of ensuring an adequate supply of marijuana and marijuana products under 935 CMR 500.140(10).

AMP will utilize a temporary or semi-permanent physical barrier to provide a physical separation between the medical and adult-use sales areas. AMP will only utilize a barrier that, in the opinion of the Commission, provides adequate separation of the sales areas of marijuana product for medical use and adult use. AMP will provide for separate queues for sales of marijuana products for medical use from marijuana products for adult use within the sales area; provided, however, that the holder of a Program ID Card may use either line and will not be limited only to the medical use queue. AMP retail locations will provide an area that is separate from the sales floor to allow for confidential patient consultation.

AMP will utilize separate accounting practices at the point of sale to track marijuana product sales and non-marijuana sales.

AMP places a premium on cleanliness, hygiene, and proper product storage to achieve and maintain successful operation of the business. In addition to regularly sanitizing surfaces with products kept separately and away from marijuana products, AMP staff will ensure personal hygiene including washing hands throughout the day and before handling or dispensing any marijuana products. All products available for sale and consumption will be tested for impurities and subjected to AMP's policies governing quality control per 935 CMR 500.105.

In compliance with 935 CMR 5001.140(8), AMP will provide educational materials designed to help consumers make informed marijuana product purchases. AMP's educational materials will describe the varying types of products available at AMP, as well as the types and methods of consumption. The materials will offer education on cannabis titration: the method of using the smallest amount of a given marijuana product necessary to bring about the desired effect. Additional topics discussed in consumer materials will include potency; proper dosing; the delayed effects of edible marijuana products; and substance abuse and related treatment programs, marijuana tolerance, dependence, and withdrawal.

Diversity Plan

Overview

Atlantic Medicinal Partners, Inc. (“AMP”) is dedicated to promoting equity in its operations for diverse populations, which the Commission has identified as the following:

1. Minorities;
2. Women;
3. Veterans;
4. People with disabilities; and
5. People of all gender identities and sexual orientations.

To support such populations, AMP has created the following Diversity Plan (the “Plan”) and has identified and created goals/programs to promote equity in AMP’s operations.

Goals

In order for AMP to promote equity for the above-listed groups in its operations, AMP has established the following goals:

1. Hiring and maintaining a staff of diverse background and encouraging inclusion in the work place;
2. Creating and maintaining relationships with organizations that serve women, minorities, veterans, persons with disabilities, and people of all gender identities and sexual orientations in order to offer employment opportunities; and
3. Seeking suppliers of goods and services that support diversity in their own work place with an emphasis on businesses that are majority owned by women, minorities, veterans, persons with disabilities, and people of all gender identities and sexual orientations.

Programs

AMP has developed specific programs to effectuate its stated goals to promote diversity and equity in its operations, which will include the following:

1. Work force diversity initiatives which includes the distribution of interoffice newsletters to current employees to encourage the recruitment of members of diverse populations and the posting of employment opportunities in career center(s) serving diverse populations;
2. Outreach to organizations that serve women, minorities, veterans, persons with disabilities and people of all gender identities and sexual orientations and placement of ads in diverse publications to encourage job opportunities and career advancement;
3. The development of criteria that will be used in the decision-making process within AMP to select new suppliers of services and goods.

Measurements

The Chief Operating Officer will administer the Plan and will be responsible for developing measurable outcomes to ensure AMP continues to meet its commitments. Such measurable outcomes, in accordance with AMP's goals and programs described above, include:

- Hiring staff where no less than 20% of all staff members are women, minorities, veterans, persons with disabilities or people of diverse gender identities and sexual orientations;
- Placing employment opportunity postings four (4) or more times in diverse publications per year;
- Sourcing products and/or services from at least four (4) companies that are majority owned by members of diverse populations or demonstrate robust programs that support diversity in their workplace per year.

The Chief Operating Officer will review and evaluate AMP's measurable outcomes no less than once per business quarter to ensure that AMP is meeting its commitments. Such evaluation will include a staffing analysis, which will include a comprehensive review of AMP's human resources files. The staffing analysis will include the number of individuals from the above-referenced demographic groups who were hired and retained for a period of no less than six months. Furthermore, AMP will document and keep on file the number of employment postings that AMP places in diverse publications every year. AMP will also document all contracts that AMP has with companies that are majority owned by members of diverse populations or demonstrate robust programs that support diversity in their workplace per year. AMP is mindful that demonstration of the Plan's progress and success will be submitted to the Commission upon renewal.

Acknowledgements

- AMP will adhere to the requirements set forth in 935 CMR 500.105(4) which provides the permitted and prohibited advertising, branding, marketing, and sponsorship practices of every Marijuana Establishment.
- Any actions taken, or programs instituted, by AMP will not violate the Commission's regulations with respect to limitations on ownership or control or other applicable state laws.



MAINTAINING OF FINANCIAL RECORDS

Atlantic Medicinal Partners, Inc.'s ("AMP") operating policies and procedures ensure financial records are accurate and maintained in compliance with the Commission's Adult Use of Marijuana regulations (935 CMR 500). Financial records maintenance measures include policies and procedures requiring that:

- Confidential information will be maintained in a secure location, kept separate from all other records, and will not be disclosed without the written consent of the individual to whom the information applies, or as required under law or pursuant to an order from a court of competent jurisdiction; provided however, the Commission may access this information to carry out its official duties.
- All recordkeeping requirements under 935 CMR 500.105(9) are followed, including:
 - Keeping written business records, available for inspection, and in accordance with generally accepted accounting principles, which will include manual or computerized records of:
 - Assets and liabilities;
 - Monetary transactions;
 - Books of accounts, which will include journals, ledgers, and supporting documents, agreements, checks, invoices, and vouchers;
 - Sales records including the quantity, form, and cost of marijuana products; and
 - Salary and wages paid to each employee and any executive compensation, bonus, benefit, or item of value paid to any individual affiliated with a marijuana establishment, including members, if any.
- All sales recording requirements under 935 CMR 500.140(6) are followed, including:
 - Utilizing a point-of-sale (POS) system approved by the Commission, in consultation with the DOR, and a sales recording module approved by DOR;
 - Conducting a monthly analysis of its equipment and sales date, and maintaining records, available to the Commission upon request, that the monthly analysis has been performed;
 - Complying with 830 CMR 62C.25.1: *Record Retention* and DOR Directive 16-1 regarding recordkeeping requirements;
 - Adopting separate accounting practices at the point-of-sale for marijuana and marijuana product sales, and non-marijuana sales;

- Maintaining such records that would allow for the Commission and the DOR to audit and examine the point-of-sale system used in order to ensure compliance with Massachusetts tax laws and 935 CMR 500; and
- If colocated with a medical marijuana treatment center, maintaining and providing the Commission on a biannual basis accurate sales data collected by the licensee during the six months immediately preceding this application for the purpose of ensuring an adequate supply of marijuana and marijuana products under 935 CMR 500.140(10).
- Additional written business records will be kept, including, but not limited to, records of:
 - Compliance with liability insurance coverage or maintenance of escrow requirements under 935 CMR 500.105(10) and all bond or escrow requirements under 935 CMR 500.105(16);
 - Fees paid under 935 CMR 500.005 or any other section of the Commission's regulations; and
 - Fines or penalties, if any, paid under 935 CMR 500.550 or any other section of the Commission's regulations.



PERSONNEL POLICIES INCLUDING BACKGROUND CHECKS

Overview

Atlantic Medicinal Partners, Inc. (“AMP”) will maintain personnel records as a separate category of records due to the sensitivity and importance of information concerning agents, including registration status and background check records. AMP will keep, at a minimum, the following personnel records:

- Job descriptions for each employee and volunteer position, as well as organizational charts consistent with the job descriptions;
- A personnel record for each marijuana establishment agent;
- A staffing plan that will demonstrate accessible business hours and safe conditions;
- Personnel policies and procedures; and
- All background check reports obtained in accordance with 935 CMR 500.030.

Job Descriptions

Director of Security: Under the supervision of the Chief Executive Officer, the Director of Security is responsible for the development and overall management of the Security Policies and Procedures for AMP, while implementing, administering, and revising the policies as needed. In addition, the Director of Security will perform the following duties:

- Provide general training to AMP agents during new hire orientation or re-current trainings throughout the year;
- Provide training specific for Security Agents prior to the Security Agent commencing job functions;
- Review and approve incident reports and other reports written by Security Agents prior to submitting to the executive management team—follow up with security agent if needed;
- Maintain lists of agents authorized to access designated areas of the AMP facility, including cash and product storage vaults, the surveillance and network equipment room, and other highly sensitive areas of the AMP facility;
- Lead a working group comprised of the Chief Executive Officer, Chief Operating Officer, and any other designated advisors to ensure the current policies and procedures are properly implemented, integrated, effective, and relevant to ensure the safety of AMP agents and assets;
- Ensure that all required background checks have been completed and documented prior to an agent performing job functions; ensure agent is granted appropriate level of access to the facility necessary to complete his/her job functions

- Maintain all security-related records, incident reports and other reports written by security agents;
- Evaluate and determine the number of security agents assigned to each shift and proper shift change times; and
- Maintain frequent contact with local law enforcement authorities.

Security Agent: Security Agents monitor AMP's security systems including alarms, video surveillance, and motion detectors. Security Agents are responsible for ensuring that only authorized individuals are permitted access to the AMP facility by verifying appropriate ID cards and other forms of identification. In addition, Security Agents perform the following duties and other duties upon request:

- Investigate, communicate, and provide leadership in the event of an emergency such as an intrusion, fire, or other threat that jeopardizes customers, authorized visitors, and AMP agents;
- Respond and investigate security situations and alarm calls; clearly document the incident and details surrounding the incident in a written report for the Director of Security;
- Oversee the entrance to the facility and verify credentials of each person seeking access to the AMP facility;
- Answer routine inquiries;
- Log entries, and maintain visitor log;
- Escort authorized visitors in restricted access areas; and
- Escort AMP agents from the facility during non-business hours and perform security checks at designated intervals.

Inventory Manager: The Inventory Manager is responsible for inventory on a day-to-day basis as well as the weekly and monthly inventory counts and waste disposal requirements. The inventory manager will perform the comprehensive annual inventory in conjunction with the executive management team. Additional duties include, but are not limited to:

- Implementing inventory controls to track and account for all dispensary inventory;
- Implementing procedures and notification policies for proper disposal;
- Maintaining records, including operating procedures, inventory records, audit records, storage and transfer records;
- Maintaining documents with each day's beginning, acquisitions, sales, disposal, and ending inventory; and
- Proper storing, labeling, tracking, and reporting of inventory.

Inventory Associate: Inventory Associates support the Inventory Manager during day-to-day operations. Responsibilities include, but are not limited to:

- Maintaining records, including operating procedures, inventory records, audit records, storage and transfer records;
- Maintaining documents with each day's beginning, acquisitions, sales, disposal and ending inventory;
- Ensuring products are properly stored, labeled, and recorded in the BioTrackTHC system;
- Ensuring waste is properly stored; and

- Coordinating the waste disposal schedule and ensuring AMP's policies and procedures for waste disposal are adhered to.

Human Resources Manager: The Human Resources Manager at AMP will support the executive management team on a day-to-day basis to effectively implement all personnel policies and procedures for AMP, including hiring processes. The Human Resources Manager will:

- Oversee hiring and release of AMP agents;
- Review and revise AMP personnel policies and procedures in consultation with the executive management team and department managers;
- Develop training schedules and policies for AMP agents under the supervision of the executive management team and department managers;
- Handle any and all agent discipline as necessary;
- Ensure compliance with any and all workplace policy laws and requirements; and
- Be responsible for such additional human resources tasks as determined by the executive management team.

Retail Manager: Responsible for overseeing all Member Services Agents and managing day-to-day operations of the retail facility. This includes, but is not limited to:

- Implementing inventory tracking;
- Training retail staff;
- Ensuring customer satisfaction through feedback tools;
- Reporting all incidents and complaints to the executive team; and
- Working with bookkeeping to ensure precise data flow.

Member Services Agent: Member Services Agents ensure that each customer is treated with respect while at a AMP facility and that each customer receives the appropriate amount of individualized attention in order to address his/her specific needs and questions. Member Services Agent responsibilities include, but are not limited to:

- Maintaining a clean, safe, healthy, and productive environment ensuring that customers have a positive experience at a AMP facility;
- Answering customer questions regarding products including but not limited to flowers, concentrates, tinctures, and edibles;
- Being knowledgeable of strains and various types of products offered by AMP;
- Properly setting up product displays pursuant to AMP policies and procedures;
- Executing and enforcing compliance with Commission regulations and AMP policies and procedures;
- Understanding sales transactions using BioTrackTHC;
- Understanding individual customer goals;
- Reconciling cash from sales transactions, sales reports, and other forms of task management daily; and
- Participating in ongoing education and professional development as required.

Agent Personnel Records

Personnel records for each agent will be maintained for at least twelve (12) months after termination of the agent's affiliation with AMP and will include, at a minimum, the following:

- All materials submitted to the Commission pursuant to 935 CMR 500.030(2);
- Documentation of verification of references;
- The job description or employment contract that includes duties, authority, responsibilities, qualifications, and supervision;
- Documentation of all required training, including training regarding privacy and confidentiality requirements, and the signed statement of the individual indicating the date, time, and place he or she received said training and the topics discussed, including the name and title of presenters;
- Documentation of periodic performance evaluations;
- A record of any disciplinary action taken;
- Notice of completed responsible vendor and eight-hour related duty training;
- Results of initial background investigation, including CORI reports; and
- Documentation of all security related events (including violations) and the results of any investigations and description of remedial actions, restrictions, or additional training required as a result of an incident.

Personnel records will be kept in a secure location to maintain confidentiality and be only accessible to the agent's manager or members of the executive management team.

Staffing Plan and Business Hours

Hiring and Recruitment

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

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

Standards of Conduct

AMP is committed to maintaining an environment conducive to the health and wellbeing of customers and employees. It is AMP's mission to provide a professional workplace free from harassment and discrimination for employees. AMP will not tolerate harassment or discrimination on the basis of sex, race, color, national origin, age, religion, disability, sexual orientation, gender identity, gender expression, or any other trait or characteristic protected by any applicable federal, state, or local law or ordinance. Harassment or discrimination on the basis of any protected trait or characteristic is contrary to AMP's values and is a violation of the

Company Code of Conduct. Harassment is a form of discrimination. There is a broad range of behavior that could constitute harassment. In general, harassment is any verbal or physical conduct that:

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

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

Violence and Weapons in the Workplace

Any and all acts of violence in the workplace will result in immediate dismissal of the employee, customer, or parties involved. Law enforcement will be contacted immediately in the case of a violent event. Weapons are not permitted on site by employees, customers, or other parties. Employees found carrying weapons on AMP facilities will be immediately terminated. Customers found carrying weapons on the premises will be asked to leave and/or the police will be notified accordingly.

At-Will Employment

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

Workplace Attire

The required attire for registered agents at AMP varies based upon required duties. New hire training and the onboarding process will go over the workplace attire specific to each role and the department manager will be responsible for ensuring compliance with all requirements is met.

Anticipated Business Hours

Monday:	8:00 a.m. – 8:00 p.m.
Tuesday:	8:00 a.m. – 8:00 p.m.
Wednesday:	8:00 a.m. – 8:00 p.m.
Thursday:	8:00 a.m. – 8:00 p.m.
Friday:	8:00 a.m. – 8:00 p.m.
Saturday:	8:00 a.m. – 8:00 p.m.
Sunday:	8:00 a.m. – 8:00 p.m.

Overview of Personnel Policies and Procedures

Standard Employment Practices

AMP values the contributions of its management and staff positions. AMP will strive to be the industry leader in workplace satisfaction by offering highly competitive wage and benefits packages and developing a culture that values a proper work-life balance, boasts a transparent and accessible executive management team, and fosters a work ethic that focuses on the mission of the company and spirit of the adult-use marijuana program in Massachusetts.

Advancement

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

Written Policies

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

Investigations

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

Designated Outside Counsel

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

Job Status

Job Classifications

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

Work Schedules

Work schedules will be either part-time, full-time, or salaried, depending of the specific position. Schedules will be set according to the needs of each department as determined by the department manager and the executive manager they report to. It is the department manager's responsibility

to develop and implement a work schedule that provides necessary duty and personnel coverage but does not exceed what is required for full implementation of operations. It is also the department manager's responsibility to ensure that adequate coverage occurs on a daily basis and does not lead to unnecessary utilization of overtime coverage.

Mandatory Meetings and Community Service Days

There will be a mandatory reoccurring company-wide meeting on a monthly basis. All required personnel will be notified of their required attendance. Certain personnel, such as house-keeping staff, may not be required to attend. Each department will have a mandatory weekly meeting schedule by the department manager. The department managers will provide agendas for all meeting and will report to their executive manager.

Breaks

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

Performance Reviews

Performance reviews will be conducted by executive or department managers. Reviews will be conducted at three-month intervals for new employees during the first year and at 6-month intervals thereafter. A written synopsis must be provided to, and signed by, the employee under review. Reviews must be retained in each employee's employment file. Performance reviews must take into account positive performance factors and areas requiring improvement. Scoring systems may be utilized to help reflect the employee's overall performance.

Leave Policies

AMP leave policies will comport with all state and federal statutes.

All full-time employees will receive two 40-hour weeks of paid vacation per annum. Additional leave must be requested at least 2 weeks in advance and approved by the employee's department manager. AMP will determine which holidays will be observed and which departments will not be required to work. AMP will offer paid maternity leave. Additional leave will not be paid and must be approved by the department manager.

AMP anticipates observing the following holidays:

- New Year's Day;
- Martin Luther King Day;
- Presidents' Day;
- Memorial Day;
- Independence Day;
- Labor Day;
- Thanksgiving; and
- Christmas Day.

Disciplinary Policies

Purpose

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

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

Procedure

Step 1: Counseling and Verbal Warning

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

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

Step 2: Written Warning

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

During Step 2, the immediate supervisor and a department manager or director will meet with the employee and review any additional incidents or information about the performance, conduct, or attendance issues as well as any prior relevant corrective action plans. Management will outline the consequences for the employee of his or her continued failure to meet performance and/or conduct expectations. A formal performance improvement plan (PIP) requiring the employee's immediate and sustained corrective action will be issued within five business days of a Step 2 meeting. A warning outlining that the employee may be subject to additional discipline up to and including termination if immediate and sustained corrective action is not taken may also be included in the written warning.

Step 3: Suspension and Final Written Warning

There may be performance, conduct, or safety incidents so problematic and harmful that the most effective action may be the temporary removal of the employee from the

workplace. When immediate action is necessary to ensure the safety of the employee or others, the immediate supervisor may suspend the employee pending the results of an investigation.

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

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

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

Step 4: Recommendation for Termination of Employment

The last and most serious step in the progressive discipline procedure is a recommendation to terminate employment. Generally, AMP will try to exercise the progressive nature of this policy by first providing warnings, a final written warning, and/or suspension from the workplace before proceeding to a recommendation to terminate employment. However, AMP reserves the right to combine and skip steps depending upon the circumstances of each situation and the nature of the offense. Furthermore, employees may be terminated without prior notice or disciplinary action.

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

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

Appeal Process

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

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

Performance and Conduct Issues Not Subject to Progressive Discipline

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

Documentation

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

Separation of Employment

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

Types of Separation

1. Resignation

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

2. Retirement

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

3. Job Abandonment

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

4. Termination

Employees of AMP are employed on an at-will basis, and the company retains the right to terminate an employee at any time.

5. Reduction in Workforce

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

6. Release

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

Exit Interview

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

Return of Property

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

Termination of Benefits

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

Health Insurance

Health insurance terminates on the last day of the month of employment, unless employee requests immediate termination of benefits. Information about the Consolidated Omnibus Budget Reconciliation Act (COBRA) continued health coverage will be provided. Employees will be required to pay their share of the dependent health and dental premiums through the end of the month.

Rehire

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

Department managers must obtain approval from the Human Resources Manager or designee prior to rehiring a former employee. Rehired employees begin benefits just as any other new

employee. Previous tenure will not be considered in calculating longevity, leave accruals, or any other benefits.

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

Compensation

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

Selection Criteria

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

Responsibilities

The executive management team and will give final approval for the compensation system that will be used by AMP.

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

Management Responsibility

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

Agent Background Checks

- In addition to completing the Commission's agent registration process, all agents hired to work for AMP will undergo a detailed background investigation prior to being granted access to a AMP facility or beginning work duties.
- Background checks will be conducted on all agents in their capacity as employees or volunteers for AMP pursuant to 935 CMR 500.100 and will be used by the Director of Security, who will be registered with the Department of Criminal Justice Information Systems pursuant to 803 CMR 2.04: iCORI Registration and the Commission for purposes of determining the suitability of individuals for registration as a marijuana establishment agent with the licensee.
- For purposes of determining suitability based on background checks performed in accordance with 935 CMR 500.101(1), AMP will consider:
 - a. All conditions, offenses, and violations are construed to include Massachusetts law or like or similar law(s) of another state, the United States or foreign jurisdiction, a military, territorial or Native American tribal authority, or any other jurisdiction.
 - b. All criminal disqualifying conditions, offenses, and violations include the crimes of attempt, accessory, conspiracy, and solicitation. Juvenile dispositions will not be considered as a factor for determining suitability.
 - c. Where applicable, all look back periods for criminal conditions, offenses, and violations included in 935 CMR 500.802 commence upon the date of disposition; provided, however, that if disposition results in incarceration in any institution, the look back period will commence upon release from incarceration.
- Suitability determinations will be made in accordance with the procedures set forth in 935 CMR 500.800. In addition to the requirements established in 935 CMR 500.800, AMP will:
 - a. Comply with all guidance provided by the Commission and 935 CMR 500.802: Tables B through D to determine if the results of the background are grounds for Mandatory Disqualification or Presumptive Negative Suitability Determination.
 - b. Consider whether offense(s) or information that would result in a Presumptive Negative Suitability Determination under 935 CMR 500.802. In the event a Presumptive Negative Suitability Determination is made, AMP will consider the following factors:

- i. Time since the offense or incident;
 - ii. Age of the subject at the time of the offense or incident;
 - iii. Nature and specific circumstances of the offense or incident;
 - iv. Sentence imposed and length, if any, of incarceration, if criminal;
 - v. Penalty or discipline imposed, including damages awarded, if civil or administrative;
 - vi. Relationship of offense or incident to nature of work to be performed;
 - vii. Number of offenses or incidents;
 - viii. Whether offenses or incidents were committed in association with dependence on drugs or alcohol from which the subject has since recovered;
 - ix. If criminal, any relevant evidence of rehabilitation or lack thereof, such as information about compliance with conditions of parole or probation, including orders of no contact with victims and witnesses, and the subject's conduct and experience since the time of the offense including, but not limited to, professional or educational certifications obtained; and
 - x. Any other relevant information, including information submitted by the subject.
- c. Consider appeals of determinations of unsuitability based on claims of erroneous information received as part of the background check during the application process in accordance with 803 CMR 2.17: Requirement to Maintain a Secondary Dissemination Log and 2.18: Adverse Employment Decision Based on CORI or Other Types of Criminal History Information Received from a Source Other than the DCJIS.
- Upon adverse determination, AMP will provide the applicant a copy of their background screening report and a pre-adverse determination letter providing the applicant with a copy of their right to dispute the contents of the report, who to contact to do so and the opportunity to provide a supplemental statement.
 - After 10 business days, if the applicant is not disputing the contents of the report and any provided statement does not alter the suitability determination, an adverse action letter will be issued providing the applicant information on the final determination made by AMP along with any legal notices required.
- All suitability determinations will be documented in compliance with all requirements set forth in 935 CMR 500 et seq. and guidance provided by the Commission.
- Background screening will be conducted by an investigative firm holding the National Association of Professional Background Screeners (NAPBS®) Background Screening Credentialing Council (BSCC) accreditation and capable of performing the searches required by the regulations and guidance provided by the Commission.
- References provided by the agent will be verified at the time of hire.
- As deemed necessary, individuals in key positions with unique and sensitive access (e.g. members of the executive management team) will undergo additional screening, which may include interviews with prior employers or colleagues.

- As a condition of their continued employment, agents, volunteers, contractors, and subcontractors are required to renew their Program ID cards annually and submit to other background screening as may be required by AMP or the Commission.



QUALIFICATIONS AND TRAINING

AMP will ensure that all employees hired to work at an AMP facility will be qualified to work as a marijuana establishment agent and properly trained to serve in their respective roles in a compliant manner.

Qualifications

In accordance with 935 CMR 500.030, a candidate for employment as a marijuana establishment agent must be 21 years of age or older. In addition, the candidate cannot have been convicted of a criminal offense in the Commonwealth involving the distribution of controlled substances to minors, or a like violation of the laws of another state, the United States, or foreign jurisdiction, or a military, territorial, or Native American tribal authority.

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

Training

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

On or after July 1, 2019, all of AMP's current owners, managers, and employees will have attended and successfully completed a Responsible Vendor Program operated by an education provider accredited by the Commission to provide the annual minimum of two hours of responsible vendor training to marijuana establishment agents. AMP's new, non-administrative employees will complete the Responsible Vendor Program within 90 days of the date they are hired. AMP's owners, managers, and employees will then successfully complete the program once every year thereafter. AMP will also encourage administrative employees who do not handle or sell marijuana to take the responsible vendor program on a voluntary basis to help

ensure compliance. AMP's records of responsible vendor training program compliance will be maintained for at least four (4) years and made available during normal business hours for inspection by the Commission and any other state licensing authority upon request.

As part of the Responsible Vendor program, AMP's agents will receive training on a variety of topics relevant to marijuana establishment operations, including but not limited to the following:

1. Marijuana's effect on the human body, including physical effects based on different types of marijuana products and methods of administration, and recognizing the visible signs of impairment;
2. Best practices for diversion prevention and prevention of sales to minors;
3. Compliance with tracking requirements;
4. Acceptable forms of identification, including verification of valid photo identification and medical marijuana registration and confiscation of fraudulent identifications;
5. Such other areas of training determined by the Commission to be included; and
6. Other significant state laws and rules affecting operators, such as:
 - Local and state licensing and enforcement;
 - Incident and notification requirements;
 - Administrative and criminal liability and license sanctions and court sanctions;
 - Waste disposal and health and safety standards;
 - Patrons prohibited from bringing marijuana onto licensed premises;
 - Permitted hours of sale and conduct of establishment;
 - Permitting inspections by state and local licensing and enforcement authorities;
 - Licensee responsibilities for activities occurring within licensed premises;
 - Maintenance of records and privacy issues; and
 - Prohibited purchases and practices.



QUALITY CONTROL AND TESTING

Quality Control

Atlantic Medicinal Partners, Inc. (“AMP”) will comply with the following sanitary requirements:

1. Any AMP agent whose job includes contact with marijuana or nonedible marijuana products, including cultivation, production, or packaging, is subject to the requirements for food handlers specified in 105 CMR 300.000, and all edible marijuana products will be prepared, handled, and stored in compliance with the sanitation requirements in 105 CMR 500.000, and with the requirements for food handlers specified in 105 CMR 300.000.
2. Any AMP agent working in direct contact with preparation of marijuana or nonedible marijuana products will conform to sanitary practices while on duty, including:
 - a. Maintaining adequate personal cleanliness; and
 - b. Washing hands thoroughly in an adequate hand-washing area before starting work, and at any other time when hands may have become soiled or contaminated.
3. AMP’s hand-washing facilities will be adequate and convenient and will be furnished with running water at a suitable temperature. Hand-washing facilities will be located in AMP’s production areas and where good sanitary practices require employees to wash and sanitize their hands, and will provide effective hand-cleaning and sanitizing preparations and sanitary towel service or suitable drying devices;
4. AMP’s facility will have sufficient space for placement of equipment and storage of materials as is necessary for the maintenance of sanitary operations;
5. AMP will ensure that litter and waste is properly removed and disposed of so as to minimize the development of odor and minimize the potential for the waste attracting and harboring pests. The operating systems for waste disposal will be maintained in an adequate manner pursuant to 935 CMR 500.105(12);
6. AMP’s floors, walls, and ceilings will be constructed in such a manner that they may be adequately kept clean and in good repair;
7. AMP’s facility will have adequate safety lighting in all processing and storage areas, as well as areas where equipment or utensils are cleaned;
8. AMP’s buildings, fixtures, and other physical facilities will be maintained in a sanitary condition;

9. AMP will ensure that all contact surfaces, including utensils and equipment, will be maintained in a clean and sanitary condition. Such surfaces will be cleaned and sanitized as frequently as necessary to protect against contamination, using a sanitizing agent registered by the US Environmental Protection Agency (EPA), in accordance with labeled instructions. Equipment and utensils will be so designed and of such material and workmanship as to be adequately cleanable;
10. All toxic items will be identified, held, and stored in a manner that protects against contamination of marijuana products;
11. AMP will ensure that its water supply is sufficient for necessary operations, and that such water supply is safe and potable;
12. AMP's plumbing will be of adequate size and design, and adequately installed and maintained to carry sufficient quantities of water to required locations throughout the marijuana establishment. Plumbing will properly convey sewage and liquid disposable waste from the marijuana establishment. There will be no cross-connections between the potable and waste water lines;
13. AMP will provide its employees with adequate, readily accessible toilet facilities that are maintained in a sanitary condition and in good repair;
14. AMP will hold all products that can support the rapid growth of undesirable microorganisms in a manner that prevents the growth of these microorganisms; and
15. AMP will store and transport finished products under conditions that will protect them against physical, chemical, and microbial contamination, as well as against deterioration of finished products or their containers.

AMP's vehicles and transportation equipment used in the transportation of marijuana products or edibles requiring temperature control for safety will be designed, maintained, and equipped as necessary to provide adequate temperature control to prevent the marijuana products or edibles from becoming unsafe during transportation, consistent with applicable requirements pursuant to 21 CFR 1.908(c).

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

AMP will follow established policies and procedures for handling voluntary and mandatory recalls of marijuana products. Such procedures are sufficient to deal with recalls due to any action initiated at the request or order of the Commission, and any voluntary action by AMP to remove defective or potentially defective marijuana products from the market, as well as any action undertaken to promote public health and safety.

Any inventory that becomes outdated, spoiled, damaged, deteriorated, mislabeled, or contaminated will be disposed of in accordance with the provisions of 935 CMR 500.105(12),

and any such waste will be stored, secured, and managed in accordance with applicable state and local statutes, ordinances, and regulations.

AMP will process marijuana in a safe and sanitary manner. AMP will process the leaves and flowers of the female marijuana plant only, which will be:

- Well-cured and generally free of seeds and stems;
- Free of dirt, sand, debris, and other foreign matter;
- Free of contamination by mold, rot, other fungus, and bacterial diseases;
- Prepared and handled on food-grade stainless steel tables; and
- Packaged in a secure area.

All edible products will be prepared, handled, and stored in compliance with the sanitation requirements in 105 CMR 590.000: Minimum Sanitation Standards for Food Establishments.

Testing

AMP will not sell or otherwise market marijuana or marijuana products that are not capable of being tested by Independent Testing Laboratories, except as allowed under 935 CMR 500.000. No marijuana product will be sold or otherwise marketed for adult use that has not first been tested by an Independent Testing Laboratory and deemed to comply with the standards required under 935 CMR 500.160. Testing of AMP's marijuana products will be performed by an Independent Testing Laboratory in compliance with the Protocol for Sampling and Analysis of Finished Medical Marijuana Products and Marijuana-infused Products, as amended in November 2016, published by the DPH. Testing of AMP's environmental media will be performed in compliance with the Protocol for Sampling and Analysis of Environmental Media for Massachusetts Registered Medical Marijuana Dispensaries published by the DPH.

AMP's policy of responding to laboratory results that indicate contaminant levels are above acceptable limits established in the DPH protocols identified in 935 CMR 500.160(1) include notifying the Commission within 72 hours of any laboratory testing results indicating that the contamination cannot be remediated and disposing of the production batch. Such notification will describe a proposed plan of action for both the destruction of the contaminated product and the assessment of the source of contamination.

AMP will maintain testing results in compliance with 935 CMR 500.000 *et seq* and the record keeping policies described herein and will maintain the results of all testing for no less than one year.

All transportation of marijuana to and from Independent Testing Laboratories providing marijuana testing services will comply with 935 CMR 500.105(13). All storage of AMP's marijuana at a laboratory providing marijuana testing services will comply with 935 CMR

500.105(11). All excess marijuana will be disposed in compliance with 935 CMR 500.105(12), either by the Independent Testing Laboratory returning excess marijuana to AMP for disposal or by the Independent Testing Laboratory disposing of it directly.



RECORDKEEPING PROCEDURES

General Overview

Atlantic Medicinal Partners, Inc. (“AMP”) has established policies regarding recordkeeping and record-retention in order to ensure the maintenance, safe keeping, and accessibility of critical documents. Electronic and wet signatures are accepted forms of execution of AMP documents. Records will be stored at AMP in a locked room designated for record retention. All written records will be available for inspection by the Commission upon request.

Recordkeeping

To ensure that AMP is keeping and retaining all records as noted in this policy, reviewing Corporate Records, Business Records, and Personnel Records to ensure completeness, accuracy, and timeliness of such documents will occur as part of AMP’s quarter-end closing procedures. In addition, AMP’s operating procedures will be updated on an ongoing basis as needed and undergo a review by the executive management team on an annual basis.

- **Corporate Records**: are defined as those records that require, at a minimum, annual reviews, updates, and renewals, including:
 - Insurance Coverage:
 - Directors & Officers Policy
 - Product Liability Policy
 - General Liability Policy
 - Umbrella Policy
 - Workers Compensation Policy
 - Employer Professional Liability Policy
 - Third-Party Laboratory Contracts
 - Commission Requirements:
 - Annual Agent Registration
 - Annual Marijuana Establishment Registration
 - Local Compliance:
 - Certificate of Occupancy
 - Special Permits
 - Variances
 - Site Plan Approvals

- As-Built Drawings
 - Corporate Governance:
 - Annual Report
 - Secretary of State Filings
- Business Records: Records that require ongoing maintenance and updates. These records can be electronic or hard copy (preferably electronic) and at minimum include:
 - Assets and liabilities;
 - Monetary transactions;
 - Books of accounts, which will include journals, ledgers, and supporting documents, agreements, checks, invoices, and vouchers;
 - Sales records including the quantity, form, and cost of marijuana products;
 - Salary and wages paid to each agent, and any executive compensation, bonus, benefit, or item of value paid to any individual affiliated with AMP, including members, if any.
- Personnel Records: At a minimum will include:
 - Job descriptions for each agent and volunteer position, as well as organizational charts consistent with the job descriptions;
 - A personnel record for each marijuana establishment agent. Such records will be maintained for at least twelve (12) months after termination of the agent's affiliation with AMP and will include, at a minimum, the following:
 - All materials submitted to the Commission pursuant to 935 CMR 500.030(2);
 - Documentation of verification of references;
 - The job description or employment contract that includes duties, authority, responsibilities, qualifications, and supervision;
 - Documentation of all required training, including training regarding privacy and confidentiality requirements, and the signed statement of the individual indicating the date, time, and place he or she received said training and the topics discussed, including the name and title of presenters;
 - Documentation of periodic performance evaluations; and
 - A record of any disciplinary action taken.
 - Notice of completed responsible vendor and eight-hour related duty training.
 - A staffing plan that will demonstrate accessible business hours and safe cultivation conditions;
 - Personnel policies and procedures; and
 - All background check reports obtained in accordance with 935 CMR 500.030.
- Handling and Testing of Marijuana Records
 - AMP will maintain the results of all testing for a minimum of one (1) year.

- Inventory Records
 - The record of each inventory will include, at a minimum, the date of the inventory, a summary of the inventory findings, and the names, signatures, and titles of the agents who conducted the inventory.
- Seed-to-Sale Tracking Records
 - AMP will use BioTrackTHC to maintain real-time inventory. BioTrackTHC inventory reporting meets the requirements specified by the Commission and 935 CMR 500.105(8)(c) and (d), including, at a minimum, an inventory of marijuana plants; marijuana plant-seeds and clones in any phase of development such as propagation, vegetation, flowering; marijuana ready for dispensing; all marijuana products; and all damaged, defective, expired, or contaminated marijuana and marijuana products awaiting disposal.
 - Inventory records will include, at a minimum, the date of the inventory, a summary of the inventory findings, and the names, signatures, and titles of the individuals who conducted the inventory.
- Incident Reporting Records
 - Within ten (10) calendar days, AMP will provide written notice to the Commission of any incident described in 935 CMR 500.110(7)(a), by submitting an incident report, detailing the incident, the investigation, the findings, resolution (if any), confirmation that the Police Department and Commission were notified within twenty-four (24) hours of discovering the breach, and any other relevant information. Reports and supporting documents, including photos and surveillance video related to a reportable incident, will be maintained by AMP for no less than one year or the duration of an open investigation, whichever is longer, and made available to the Commission and law enforcement authorities upon request.
- Visitor Records
 - A visitor sign-in and sign-out record will be maintained at the security office. The record will include the visitor's name, address, organization or firm, date, time in and out, and the name of the authorized agent who will be escorting the visitor.
- Waste Disposal Records
 - When marijuana or marijuana products are disposed of, AMP will create and maintain a written record of the date, the type and quantity disposed of or handled, the manner of disposal or other handling, the location of disposal or other handling, and the names of the two AMP agents present during the disposal or handling, with their signatures. AMP will keep disposal records for at least three (3) years. This period will automatically be extended for the duration of any enforcement action and may be extended by an order of the Commission.

- Security Records
 - A current list of authorized agents and service personnel that have access to the surveillance room will be available to the Commission upon request.
 - Twenty-four (24) hour recordings from all video cameras that are available for immediate viewing by the Commission upon request and that are retained for at least ninety (90) calendar days.
- Transportation Records
 - AMP will retain all shipping manifests for a minimum of one (1) year and make them available to the Commission upon request.
- Agent Training Records
 - Documentation of all required training, including training regarding privacy and confidentiality requirements, and a signed statement of the individual indicating the date, time, and place he or she received the training, the topics discussed and the name and title of the presenter(s).
- Closure
 - In the event AMP closes, all records will be kept for at least two (2) years at AMP's expense in a form (electronic, hard copies, etc.) and location acceptable to the Commission. In addition, AMP will communicate with the Commission during the closure process and accommodate any additional requests the Commission or other agencies may have.
- Written Operating Policies and Procedures: Policies and Procedures related to AMP's operations will be updated on an ongoing basis as needed and undergo a review by the executive management team on an annual basis. Policies and Procedures will include the following:
 - Security measures in compliance with 935 CMR 500.110;
 - Agent security policies, including personal safety and crime prevention techniques;
 - A description of AMP's hours of operation and after-hours contact information, which will be provided to the Commission, made available to law enforcement officials upon request, and updated pursuant to 935 CMR 500.000.
 - Storage of marijuana in compliance with 935 CMR 500.105(11);
 - Description of the various strains of marijuana to be cultivated, processed or sold, as applicable, and the form(s) in which marijuana will be dispensed;
 - Procedures to ensure accurate recordkeeping, including inventory protocols in compliance with 935 CMR 500.160;
 - Plans for quality control, including product testing for contaminants in compliance with 935 CMR 500.160;
 - A staffing plan and staffing records in compliance with 935 CMR 500.105(9);
 - Emergency procedures, including a disaster plan with procedures to be followed in case of fire or other emergencies;

- Alcohol, smoke, and drug-free workplace policies;
- A plan describing how confidential information will be maintained;
- Policy for the immediate dismissal of any dispensary agent who has:
 - Diverted marijuana, which will be reported the Police Department and to the Commission;
 - Engaged in unsafe practices with regard to AMP operations, which will be reported to the Commission; or
 - Been convicted or entered a guilty plea, plea of *nolo contendere*, or admission to sufficient facts of a felony drug offense involving distribution to a minor in the Commonwealth, or a like violation of the laws of another state, the United States or a foreign jurisdiction, or a military, territorial, or Native American tribal authority.
- A list of all executives of AMP, and members, if any, of the licensee must be made available upon request by any individual. 935 CMR 500.105(1)(m) requirement may be fulfilled by placing this information on AMP's website.
- Policies and procedures for the handling of cash on AMP premises including but not limited to storage, collection frequency and transport to financial institution(s).
- Policies and procedures to prevent the diversion of marijuana to individuals younger than 21 years old.
- Policies and procedures for energy efficiency and conservation that will include:
 - Identification of potential energy use reduction opportunities (including but not limited to natural lighting, heat recovery ventilation and energy efficiency measures), and a plan for implementation of such opportunities;
 - Consideration of opportunities for renewable energy generation, including, where applicable, submission of building plans showing where energy generators could be placed on site, and an explanation of why the identified opportunities were not pursued, if applicable;
 - Strategies to reduce electric demand (such as lighting schedules, active load management and energy storage); and
 - Engagement with energy efficiency programs offered pursuant to M.G.L. c. 25 § 21, or through municipal lighting plants.

Record-Retention

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



PLAN FOR RESTRICTING ACCESS TO AGE 21 AND OLDER

Pursuant to 935 CMR 500.050(5)(b), the retailer portion of Atlantic Medicinal Partners, Inc.’s (“AMP”) marijuana establishment facility will only be accessible to consumers 21 years of age or older with a verified and valid, government-issued photo ID or in possession of a Program ID Card demonstrating the individual is a registered qualifying patient with the Medical Use of Marijuana Program. Upon entry into the premises of the marijuana establishment by an individual, an AMP agent will immediately inspect the individual’s proof of identification and determine the individual’s age, in accordance with 935 CMR 500.140(2).

In the event AMP discovers any of its agents intentionally or negligently sold marijuana to an individual under the age of 21, the agent will be immediately terminated and the Commission will be promptly notified, pursuant to 935 CMR 500.105(1)(l). AMP will not hire any individuals who are under the age of 21 or who have been convicted of distribution of controlled substances to minors, pursuant to 935 CMR 500.030(1).

Pursuant to 935 CMR 500.105(4), AMP will not engage in any marketing, advertising or branding practices that are targeted to, deemed to appeal to or portray minors under the age of 21. AMP will not engage in any advertising, marketing and branding by means of television, radio, internet, mobile applications, social media, or other electronic communication, billboard or other outdoor advertising, including charitable, sporting or similar events, unless at least 85% of the audience is reasonably expected to be 21 years of age or older as determined by reliable and current audience composition data. AMP will not manufacture or sell any edible products that resemble a realistic or fictional human, animal or fruit, including artistic, caricature or cartoon renderings, pursuant to 935 CMR 500.150(1)(b). In accordance with 935 CMR 500.105(4)(a)(5), any marketing, advertising and branding materials for public viewing will include a warning stating, **“For use only by adults 21 years of age or older. Keep out of the reach of children. Marijuana can impair concentration, coordination and judgment. Do not operate a vehicle or machinery under the influence of marijuana.”** Pursuant to 935 CMR 500.105(6)(b), AMP packaging for any marijuana or marijuana products will not use bright colors, resemble existing branded products, feature cartoons or celebrities commonly used to market products to minors, feature images of minors or other words that refer to products commonly associated with minors or otherwise be attractive to minors. AMP’s website will require all online visitors to verify they are 21 years of age or older prior to accessing the website, in accordance with 935 CMR 500.105(4)(b)(13).



PLAN FOR SEPARATING RECREATIONAL FROM MEDICAL OPERATIONS

Atlantic Medicinal Partners, Inc. (“AMP”) has developed plans to ensure virtual and physical separation between medical and adult-use marijuana operations in accordance with 935 CMR 500.101(2)(e)(4).

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

In compliance with 935 CMR 500.140(10), AMP will ensure that registered patients have access to a sufficient quantity and variety of marijuana and marijuana products to meet their medical needs. For the first 6 months of operations, 35% of AMP’s marijuana product inventory will be marked for medical use and reserved for registered patients. Thereafter, a quantity and variety of marijuana products for patients that is sufficient to meet the demand indicated by an analysis of sales data collected during the preceding 6 months will be marked and reserved for registered patients.

As AMP intends to co-locate its adult-use operations in Salem, marijuana products reserved for registered patients will be maintained on site in an area separate from marijuana products intended for adult use. AMP may transfer a marijuana product reserved for medical use to adult use within a reasonable period of time prior to the product’s date of expiration.

In addition to virtual separation, AMP will provide for physical separation between the area designated for sales of medical marijuana products to patients/caregivers, and the area designated for sales of adult-use marijuana products to individuals 21 years of age or older. Within the sales area, a temporary or semi-permanent barrier, such as a stanchion or other divider, will be installed to create separate, clearly marked lines for patients/ caregivers and adult-use consumers. Trained marijuana establishment agents will verify the age of all individuals, as well the validity

of any Medical Use of Marijuana Program ID Cards, upon entry to the facility and direct them to the appropriate queue.

Access to the adult-use marijuana queue will be limited to individuals 21 years of age or older, regardless if the individual is registered as a patient/caregiver. Registered patients under the age of 21 will only have access to the medical marijuana queue. Registered patients/caregivers 21 years of age or older will be permitted to access either queue and will not be limited only to the medical marijuana queue.

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

Plan to Positively Impact Areas of Disproportionate Impact

Overview

Atlantic Medicinal Partners, Inc. (“AMP”) is dedicated to serving and supporting populations falling within areas of disproportionate impact, which the Commission has identified as the following:

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;
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 are classified as areas of disproportionate impact.

To support such populations, AMP has created the following Plan to Positively Impact Areas of Disproportionate Impact (the “Plan”) and has identified and created goals/programs to positively impact the following areas and populations of disproportionate impact:

- Fitchburg, Massachusetts residents;
- Lynn, Massachusetts residents;
- Commission-designated Economic Empowerment Priority applicants;
- Commission-designated Social Equity Program participants;
- Massachusetts residents who have past drug convictions; and
- Massachusetts residents with parents or spouses who have drug convictions.

Goals

In order for AMP to positively impact Fitchburg and Lynn, Massachusetts, AMP has established the following goals:

1. Hire local Fitchburg residents and Lynn residents by hosting job fairs within both cities; and
2. Provide at no-cost to participants a one-on-one mentoring program. AMP executives and/or employees will mentor Commission-designated Economic Empowerment Priority applicants and Commission-designated Social Equity Program participants in their efforts to open a cannabis-related business.

Programs

AMP has developed specific programs to effectuate its stated goals to positively impact Fitchburg and Lynn residents; Economic Empowerment applicants; Social Equity Program participants; Massachusetts residents who have past drug convictions; and Massachusetts

residents with parents or spouses who have drug convictions. Such programs will include the following:

1. Job Fairs
 - a. AMP will host one (1) or more job fairs in the City of Fitchburg at least 60 days before AMP's Salem location opens in an effort to hire Fitchburg residents.
 - b. AMP will host one (1) or more job fairs in the City of Lynn at least 60 days before AMP's Salem location opens in an effort to hire Lynn residents.
 - c. AMP will continue to host job fairs in these communities as additional hiring needs arise.
 - d. Jobs created at both the Fitchburg and Salem facility will be made available to both City of Fitchburg and City of Lynn residents. Fitchburg or Lynn residency will be a positive factor in hiring decisions at the facility.¹
 - e. Massachusetts residents who have past drug convictions and Massachusetts residents with parents or spouses who have drug convictions will be a positive factor in hiring decisions at both facilities.
2. AMP Mentorship Program
 - a. AMP will provide business advice on starting a cannabis business in Massachusetts to Economic Empowerment applicants and Social Equity Program participants.
 - b. AMP will introduce mentorship participants to individuals and businesses serving the cannabis industry that AMP has found most essential in opening and operating a cannabis business.
 - c. To further participant success, in the event the participant opens a new cannabis business, AMP will continue to offer support to the participant for one (1) year into the operation of their cannabis business.

Measurements

The Chief Operating Officer will administer the Plan and will be responsible for developing measurable outcomes to ensure AMP continues to meet its commitments. Such measurable outcomes, in accordance with AMP's goals and programs described above, include:

- Hiring and maintaining a labor force in which at least 10% of individuals are 1) residents of Fitchburg or Lynn; 2) Massachusetts residents who have past drug convictions; or 3) Massachusetts residents with parents or spouses who have drug convictions.
- Annually mentor at least one (1) individual who is an Economic Empowerment Applicant or Social Equity Program participant who is starting a cannabis-related business.

The Chief Operating Officer will review and evaluate AMP's measurable outcomes no less than

¹ This does not prevent the Company from hiring the most qualified candidates and complying with all employment laws and other legal requirements.

once per business quarter to ensure that AMP is meeting its commitments. AMP is mindful that demonstration of the Plan's progress and success will be submitted to the Commission upon renewal.

Acknowledgements

- AMP will adhere to the requirements set forth in 935 CMR 500.105(4) which provides the permitted and prohibited advertising, branding, marketing, and sponsorship practices of every Marijuana Establishment.
- Any actions taken, or programs instituted, by AMP will not violate the Commission's regulations with respect to limitations on ownership or control or other applicable state laws.